GLOBAL SPECTRUM, L.P.

SOLICITATION OF BIDS

For:	ATLANTIC CITY CONVENTION CENTER COMMERCIAL KITCHEN EQUIPMENT

Event	Date	Time
Pre-Bid Meeting Due Date	Wednesday April 19, 2017	10:00 AM (1000 Hours)
Question and Answer Period	Wednesday April 26, 2017	10:00 AM (1000 Hours)
Question and Answer Period Responses	Wednesday May 10, 2017	12:00 PM (1200 Hours)
Bid Submission Due Date **Boardwalk Hall, Conference Room 150**	Wednesday May 17, 2017	10:00 AM (1000 Hours)

Dates are subject to change. All changes will be reflected in an Addenda to the solicitation posted on the [Boardwalk hall/Convention Center] webpage.
http://www.boardwalkhall.com/business-opportunities/rfps

Solicitation Issued By
Global Spectrum, L.P., as operator of Historic Boardwalk Hall and the Atlantic City Convention Center, as managing agent for Casino Reinvestment Development Authority
2301 Boardwalk
Atlantic City, New Jersey 08401
Phone: (609) 348-7026

Date Issued: Monday, April 10, 2017

NOTICE TO BIDDERS

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by Global Spectrum, L.P. ("Global Spectrum"), as operator of Historic Boardwalk Hall ("Boardwalk Hall") and the Atlantic City Convention Center (the "Convention Center"), as agent on behalf of the Casino Reinvestment Development Authority ("Global Spectrum") for

COMMERCIAL KITCHEN EQUIPMENT

Sealed bids must be mailed, presented or delivered to Global Spectrum, 2301 Boardwalk, Atlantic City, New Jersey 08401, Attn. Clark Hughes, Capital Projects/Procurement Manager. Global Spectrum accepts no responsibility for the timeliness of any bidder's delivery, mail, delivery or courier service.

Sealed bids shall be submitted in the manner prescribed in the bid specifications. The sealed envelopes must be labeled COMMECIAL KITCHEN EQUIPMENT and contain the bidder's name and address and the bid opening date.

Bids will be received, opened and read aloud in public at Global Spectrum offices at 2301 Boardwalk, Atlantic City, New Jersey on MAY 17, 2017 **at 10:00 a.m.** eastern prevailing time.

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).

Dated: Monday, April 10, 2017

1.0 INFORMATION FOR BIDDERS

1.1 Background

The Atlantic City Convention Center ("Convention Center"), located at One Convention Boulevard, Atlantic City, NJ, has 486,000 square feet of continuous exhibit space. The exhibit hall is divisible into five separate halls, ranging in size from 29,400 square feet to 199,500 square feet.

The Convention Center's 45 meeting rooms on the third and fourth level of the Convention Center surround the expansive atrium lobby and total 109,100 square feet. Room dimensions range from 11,800 square feet to 672 square feet. The rooms' amenities include soundproof panels, assisted lighting systems and voice, video and data communications.

The Convention Center's ample pre-function space, more than 32,000 square feet, is well suited to registration, retail or dining needs. The building is served by 29 covered loading docks, four drive in roll-up doors, mechanical levelators and 1400 indoor parking spaces. The Convention Center is connected to the Atlantic City Rail Terminal that runs the Atlantic City line from Philadelphia to Atlantic City. A pedestrian bridge links the Convention Center to the adjoining Sheraton Hotel. Located within a few hours' drive of nearly one-third of the nation's population and 20 percent of the country's business addresses, the Convention Center is easily accessible for convention, tradeshow and meeting attendees.

Historic Boardwalk Hall ("Boardwalk Hall"), located on the boardwalk between Mississippi and Georgia Avenues, Atlantic City, NJ, is a major icon for Atlantic City. Boardwalk Hall has a maximum capacity of approximately 14,000 in the arena and the ballroom which seats up to 3,500. Boardwalk Hall hosts a wide range of events from concerts to family shows like Sesame Street, to sporting events and other entertainment.

The facilities have established as their primary goal the highest level of service to their customers and clients. All operating entities in each facility must adhere to the following objectives:

a) Offer services according to the highest industry standards and in the best interest of each facility, the community and the State of New Jersey
b) Operate in a manner consistent with the public interest, providing each facility with full accountability for, and accurate records of all transactions conducted within each venue.
c) Provide the highest level of safety, service and cooperation to clients and attendees of the facilities.
d) Hold and maintain in good standing all required applicable local, state and federal licenses and permits for the services required herein. Failure to maintain said licenses and permits may be cause for termination of contract.

The Convention Center and Boardwalk Hall are currently owned by the New Jersey Sports and Exposition Authority with oversight by the CRDA and managed and operated by Global Spectrum.

1.2 Purpose and Intent

The purpose of this bid ("Solicitation") is to solicit bids for one or more vendors to provide **COMMERCIAL KITCHEN EQUIPMENT** as needed for the use of Global Spectrum.

Global Spectrum intends to award a contract to the lowest responsible bidder whose bid conforms to these specifications. Global Spectrum, 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 Global Spectrum to be in Global Spectrum's best interest. Global Spectrum reserves the right to reject any and all bids when it is determined by Global Spectrum to be in its best interest. Global Spectrum 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

In order to be considered, a bid must be delivered, in a SEALED envelope, to the following:

CLARK HUGHES
CAPITAL PROJECTS/PROCUREMENT MANAGER
GLOBAL SPECTRUM LP
2301 BOARDWALK
ATLANTIC CITY, NEW JERSEY 08401

by the date and time located on the cover page. Bidders are cautioned to allow adequate delivery time to ensure timely receipt of bids. Global Spectrum shall not be responsible for any bidder's or delivery services failure to make timely delivery. **THE EXTERIOR OF ALL BID PACKAGES ARE TO BE LABELED "GLOBAL SPECTRUM - BID FOR COMMERCIAL KITCHEN EQUIPMENT," AND CONTAIN THE BID OPENING DATE AND BIDDER'S NAME AND ADDRESS.**
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

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

ACRFP-QUESTIONS@GLOBAL-SPECTRUM.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 **COMMERCIAL KITCHEN EQUIPMENT** - Bid Inquiry".

Any exceptions to the Service Agreement, attached hereto as Attachment 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 Global Spectrum. Said determination shall be set forth in the Question and Answer addendum issued, if any, after the Question and Answer deadline. Global Spectrum reserves the right to reject any and all amendments to the Service Agreement, in its sole discretion.

Bidders are **NOT** to contact Global Spectrum directly, in person or by telephone, concerning this Solicitation. All questions and answers will be posted on the Global Spectrum 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 GLOBAL SPECTRUM'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 Global Spectrum 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. Global Spectrum 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

On the date and time bids are due under the Solicitation; bids will be opened and read aloud publicly. The contents of the bids shall remain confidential during the evaluation process. The bid opening will take place at the offices of Global Spectrum located at 2301 Boardwalk, Atlantic City, New Jersey. 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 Global Spectrum. Global Spectrum reserves the right to reject any and all bids, not award a contract or re-bid this contract if deemed necessary by Global Spectrum, in its sole discretion.

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 Global Spectrum 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 Global Spectrum 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 Global Spectrum 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 Global Spectrum staff member identified in Section 1.3 above:

Global Spectrum, L.P.
2301 Boardwalk
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, Global Spectrum 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 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. 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. 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 respondents must meet all of the following minimum requirements:

A. Commercial Kitchen Equipment Services:

a) Five (5) years' experience, overall, providing commercial general kitchen equipment services.
b) Must be licensed in the State of New Jersey.
c) Three (3) years' experience in commercial installation and repair.

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

2.0 SCOPE OF WORK

This project consist of the furnishing of kitchen materials and the furnishing and installation of kitchen equipment for the main kitchen at the Atlantic City Convention Center. Vendors are responsible for all regulatory requirements for the installation of applicable equipment. Vendors are responsible for all sign and sealed plan documents for the NJ Division of Community Affairs review and permitting. Alternate specifications will be considered but must be at minimum of equal value of specified material and approved during the answer and question period. Shop drawing must be provided for all equipment and materials for bid submission. Submittals for all specifications must be subjected to Global Spectrum's approval upon bid award.

Global Spectrum and the successful bidder may agree in writing to amend or augment the services set forth above.
The successful respondent shall provide the following services:

1. The vendor and associated Sub-Contractors shall furnish, at their expense, all supervision, equipment, tools, machinery, labor, materials, labor and other items and services necessary to fully accomplish projects as assigned in accordance with the terms, conditions and specifications of this Solicitation of Bid.
2. All work shall be accomplish in accordance with all applicable state, county and local laws, codes and ordinances, and applicable federal regulations and laws concerning the work specified herein. Any work requiring a separate license shall be performed under the applicable license as required under local or state law.
3. The vendor and associated Sub-Contractors shall be responsible for the protection of all buildings, structures, property and utilities from their operations.
4. The vendor and associated Sub-Contractors shall be responsible for the protection of all employees of Global Spectrum and any member of the public that may be near the work site, against hazards and/or injuries due to their operations at the work site.
5. The vendor associated Sub-Contractors shall not impede or interfere with the normal function of the facility, its occupants or operations.

6. The vendor Contractor associated Sub-Contractors shall ensure frequent pick-up of all refuse, rubbish, scrap materials and debris that result from their operations so that the work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. At completion of the work the Contractor shall remove all work materials, tools, equipment, and surplus materials from the work site and leave the project in ready-to-use condition.

7. The specific scope of services will include plan documents provided by Professional Consultants.

9. **PERFORMANCE WARRANTY:** Work performed under the purchase order shall meet all applicable requirements of the latest revision of all applicable codes and regulations. The vendor shall guarantee all work included in the purchase order against any defects in workmanship; and shall satisfactorily correct, at no cost to Global Spectrum any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date of acceptance by Global Spectrum.

10. **Damage to** Global Spectrum **owned or operated property**: Any damage to property, equipment, grounds, buildings etc. that is cause by the Contractor shall be reported to Global Spectrum within 24 hours of discovery. The Contractor will have ten (10) working days after report to present its written response to the claimed damages. The Contractor, upon approval by an authorized Global Spectrum representative, may make repairs that are deemed within its capability. Global Spectrum reserves the right to make immediate repairs to correct damages that are safety hazards or that pose a detrimental effect to Global Spectrum operations. Costs of any replacement or repairs made by Global Spectrum for damages caused by the Contractor shall be deducted from monies due to the Contractor. **This shall not prevent** Global Spectrum **from seeking damages should replacement/repair costs exceed the amount of monies owed to the Contractor.**

11. **MATERIAL WARRANTY:** Parts furnished under the purchase order shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MODELS OR MATERIALS ARE NOT ACCEPTABLE. The warranty period for respondent provided materials shall be for a period of one year after completion of the installation or within the manufacturers' warranty, whichever is the later period. The warranty period shall commence upon date of acceptance by Global Spectrum. Respondent shall provide the authorized Global Spectrum representative with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site.

12. **BUILDING RESTRICTIONS.**

    a. PARKING: The contractor shall make arrangements with the authorized Global Spectrum representative prior to off-loading tools and equipment at the job site. Contractor shall park only in designated visitor parking spaces.

    b. RESTROOMS: Restroom shall not be used for washing of tools and equipment.

    c. SECURITY: The contractor shall provide and update the list of all personnel at the job site. Contractor shall comply with all security measures required by Global Spectrum.

d. ACCESS: Contractor shall make prior arrangements with the authorized Global Spectrum representative for access to the building(s) for performance of the service.

The foregoing list of services is not exclusive; Global Spectrum and the successful respondent 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. Global Spectrum 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 Global Spectrum as noted below, vendor contact with Global Spectrum 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.

Global Spectrum 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.

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, Attachment 1
2. Service Agreement, Attachment 2
3. Disclosure of Investigations/Actions against Respondent, Attachment 3
4. Notice of Intent to Subcontract, Attachment 4
5. Subcontractor Utilization Form, Attachment 5
6. Affirmative Action (Respondent must submit an NJ Affirmative Action Certificate, a Federal Affirmative Action Plan Approval Letter or AA302), Attachment 6
7. Political Contributions Disclosure Form & Instructions, Attachment 7
8. Non-Collusion Affidavit, Attachment 8
9. Fee Schedule, Attachment 9
10. Disclosure of Investment Activities in Iran Form, Attachment 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 agents and designees) 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 the date of contract award, and should 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 Global Spectrum pursuant to this Contract, the Firm must demonstrate to Global Spectrum'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 CRDA/Global Spectrum 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 Global Spectrum 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 Global Spectrum 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. **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/lsse/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.

E. **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 die the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

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

5.1 Signatory page

The bidder shall complete and submit the signatory page appended hereto as **Attachment 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 **Attachment 2**. Global Spectrum reserves all rights to reject any and all bids based upon exceptions taken to the proposed form of contract. Execution of **Attachment 2** is not to be construed as entering into a contract with Global Spectrum but rather as a submission of an offer to contract with Global Spectrum. Any requested exceptions to the Service Agreement must be raised by the bidder 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 Attachment 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 Global Spectrum 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 **Attachment 3**.

5.4 Notice of Intent to Subcontract

The bidder shall complete the attached Notice of Intent to Subcontract Form (**Attachment 4)** to advise Global Spectrum 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 **Attachment 5**, must be completed and submitted with the bid.

5.6 Affirmative Action

Bidder shall submit to Global Spectrum, 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 Attachment 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 Global Spectrum. The Political Contributions Disclosure form is appended hereto as **Attachment 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.

5.8 Non-collusion Affidavit

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

5.9 Fee Schedule

The bidder must submit its pricing using the format set forth in the Global Spectrum supplied Fee Schedule appended hereto as **Attachment 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 **Attachment 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 **Attachment 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 **Attachment 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**

Attachment 1

SIGNATORY PAGE

SOLICITATION OF BIDS: **COMMERCIAL KITCHEN EQUIPMENT**

FOR INFORMATION:

Global Spectrum
2301 Boardwalk
Atlantic City, New Jersey 08401
609-348-7026

_____

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

_____
_____
_____
_____

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 FOR A PERIOD OF NO LESS THAN NINETY (90) DAYS FROM THE DATE OF BID OPENING OR TO CONTRACT AWARD, WHICHEVER COMES FIRST. 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 THE Global Spectrum.

Name and Title of Person
Authorized to sign bid:

_____ _____

Signature **Date**

Attachment 2
Service Agreement

INSERT FULL LEGAL NAME AND ADDRESS OF CONTRACTOR:

_____
_____
_____
(referred to hereinafter as the "Contractor")

THIS SERVICE AGREEMENT (the "Agreement") is made as of this ____ day of _____, 2017 (the "Effective Date"), by and between the GLOBAL SPECTRUM, L.P, a Delaware limited partnership ("Global Spectrum"), as agent on behalf of CASINO REINVESTMENT DEVELOPMENT AUTHORITY ('CRDA"), a public body corporate and politic constituting an instrumentality of the State of New Jersey, and the Vendor identified above.

Background

A. In accordance with Global Spectrum's solicitation of bids released in {Month} of 2017 (the "Solicitation") and the Contractor's bid thereto dated _____ (the "Bid"), Global Spectrum has selected the Contractor to provide services to Global Spectrum 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, Global Spectrum 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) Global Spectrum will make payment to the Contractor for services rendered at the rates, and under the terms and conditions, if any, set forth in Attachment 9 of the Solicitation, entitled, "Fee Schedule".

(b) The Contractor shall provide invoices with substantiating documentation, as reasonably requested by Global Spectrum. 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) Global Spectrum 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 Global Spectrum harmless pursuant to Section 13 hereof in the event of any such claim.

(d) Global Spectrum 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 Global Spectrum disputes the invoice.

(e) If the contract term spans more than one fiscal year, Global Spectrum's obligation to make payment beyond the current fiscal year is contingent upon the CRDA'S 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 Global Spectrum upon its written request made at any time within one (1) year after Global Spectrum'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 Global Spectrum, 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 Global Spectrum provided for herein.

6. Global Spectrum 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 _____, 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 Global Spectrum prior to and performed by the Contractor after the Termination Date ("Post Termination Services"). Global Spectrum 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 Global Spectrum until the close of business on the Termination Date, or, in the case of Post Termination Services, the date of Global Spectrum'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. Global Spectrum 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 Global Spectrum 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 Global Spectrum or CRDA any cash or non-cash gratuity or payment with view toward securing any business from Global Spectrum or influencing such person with respect to the conditions, or performance of any agreements with or orders from Global Spectrum, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every agreement between Global Spectrum and the Contractor.

(c) Should a conflict of interest issue arise, the Contractor agrees to fully cooperate in any inquiry and to provide Global Spectrum or its designee with all documents or other information reasonably necessary to enable Global Spectrum 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 Global Spectrum 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 Global Spectrum 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 Global Spectrum by certified mail. Global Spectrum 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 Global Spectrum, evidencing that it has complied with this Section 10. The required Certificates of Insurance shall be filed with Global Spectrum and same will be made part of this Agreement. No work shall commence until the insurance requirements and certificates are provided to Global Spectrum. Upon request, the Contractor shall furnish Global Spectrum 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 Global Spectrum, and its officers, employees and members (collectively, the "Indemnitee") 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 Indemnitee caused or contributed to the Losses.

14. Provisions of this Agreement may be waived by Global Spectrum only by a written statement expressing that it is intended as a waiver of specified provisions of the Agreement. Global Spectrum'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 Global Spectrum'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 Global Spectrum.

16. While engaged in performance of this Agreement, the Contractor is an independent contractor and is not an officer, agent, or employee of Global Spectrum. The Contractor is not entitled to benefits of any kind to which Global Spectrum 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 Global Spectrum. The Contractor shall not subcontract any services hereunder without the prior written approval of Global Spectrum. All subcontracted services, once approved, shall be billed by the Contractor to Global Spectrum 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 Global Spectrum: (a) corporate resolutions of the successor entity ratifying acceptance of the terms and conditions of this Agreements; (b) Political Contributions Disclosure form for the successor entity. The documents must be submitted to Global Spectrum 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.

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:	**GLOBAL SPECTRUM LP**
By: _____	By: _____
Name: _____	Name:
Title: _____	Title:
[Contractor: Complete and sign below]	
Witness:	_____ (Name of Contractor)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit "1"

(Solicitation)

ItemNo	Mfr	Model	Qty	Unit	Category	Spec	Unit Cost	TOTAL
1	Delfield	T14D	1	ea	Blast Chiller Freezer, Reach-In	ConvoChill™ T Series Blast Chiller/Shock Freezer, single section, reach-in, 154 lbs blast chill or 120 lbs shock freeze capacity, auto hot gas defrost, electronic control with 99 program, HACCP memory, stainless steel exterior & interior, self-contained, legs, UL, UL EPH, 3 hp		
			1			3 Year parts & labor, 5 Year compressor warranty standard		
			1			220-230v/60/3, 20 amp service, standard		
2	Rational	B228206.19E	1	ea	Combi Oven, Gas	(SCC 202NG) SelfCooking Center® Combi Oven/Steamer, natural gas, iCookingControl with 7 modes, HiDensityControl®, iLevelControl, Efficient CareControl Combi-Steamer with 3 modes, (20) 18"x26" or (40) 12"x20" pan capacity, core temp probe with 6 point measurement, hand shower with automatic retracting system, mobile oven rack included, ships with (10) grid shelves, ethernet interface, 208v/60/1-ph, 8'cord, NEMA 6-15P, 340,000 BTU (dual voltage: retrofitable to 240v/60/1-ph, 340,000 BTU) ENERGY STAR®		
			1			2 years parts and labor warranty		
	Rational	56.00.210A	1			Cleaner tablet without Phosphor, bucket with 100 packets, for ALL SelfCookingCenter® units, goes up to 70% further than liquid cleaner, "FREIGHT CLASS 85 HAZMAT" (minimum order quantity: 2pcs, unless ordered with an SCC or CMP unit)		
	Rational	56.00.562	1			Care Tablets, bucket of 150 packets for all SelfCooking Center® units from 10/2008, with CareControl - Serial SH series (minimum order quantity: 2pcs, unless ordered with an SCC or CMP unit)		
3	Frymaster	FMJ450	1	ea	Full Pot Fryer	Performance Fryer Battery, gas, (4) 50 lb. oil capacity each, built-in filtration, open frypot design, millivolt controller, centerline fast-action temperature probe, EZSpark ignitor, thermostat knob behind front panel, over-the-flue basket hangers, includes: (2) twin baskets, stainless steel frypot, door & cabinet, 488,000 BTU, NSF, CSA, CSA Star, cCSAus		
			1			NOTE: Gas fryers CANNOT be curb mounted		
			1			Gas type to be specified		
			1			Millivolt Controller, standard		
			1			Electrical specs must be specified		
			1			6" casters (set of 4), standard		
	Frymaster	806-3068	3	ea		Frypot Cover, 14-5/8 x 19-3/8" D, stainless steel (H55, MJ35, MJ45, GF40, GF14 - for models with basket lifts)		
4	Hobart	HS7-1	2	ea	Meat Slicer	Heavy Duty Meat Slicer, automatic, 13" CleanCut™ removable knife with removal tool, burnished finish, (3) stroke lengths, & (4) stroke speeds, removable meat grip assembly, removable ring guard cover, single action top mounted sharpener with Borazon™ stones, manual lift lever, 1/2 hp motor, 5.6amps, 120v/60hz/1-ph, NSF cETLus		
			2			Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA		
5	Robot Coupe	R602V	1	ea	Food Processor	Combination Food Processor, 7 qt. stainless steel bowl with handle, continuous feed kit with kidney shaped & cylindrical shaped hoppers, includes: (1) "S" blade, (1) 3mm grating disc (28058), (1) 3mm slicing disc (28064), variable speed, 370 - 3450 RPM, 120v/60/1-ph, 15 amps, 3 HP, NEMA 5-15P, cETLus, ETL-Sanitation		
			1			1 year parts & labor warranty		
	Robot Coupe	LP5DISC	1	st		LP5Disc, (5) disc package includes: (1) 3/16" grating disc, (1) 1/4" x 1/4" julienne disc, (1) 3/16" slicing disc and (1) 3/8" x 3/8" dicing kit (contains two discs)		
	Robot Coupe	107812	1	ea		Disc Holder, wall mount, (4) stainless steel pegs, holds (16) small discs or (8) large discs		
	Robot Coupe	R255	1	ea		Disc Rack, free standing, holds (8) discs, fits R101 series, R2 series, R301 series, R401, R402V, R4N, R6N, R6VN, CL50D, CL50D Ultra, CL52D, CL55D, CL60D		
6	Lincoln Impinger	V2501/1353	1	ea	Oven, Electric, Conveyor	Lincoln ImpingerÂ® Countertop Oven, electric, ventless, single-deck, standard 31" conveyor, digital controls, 208v/60/1-ph, 27.0 amps, 3 wires, 6.0 KW, NSF, UL, cUL, UL710B		
			1			1 yr. standard warranty, per oven		
	Lincoln Impinger	1341	1	ea		Exit Shelf, 12" length, removable (for Lincoln ImpingerÂ® Countertop Ovens)		

	Lincoln Impinger	1343	1	ea		Entry Incline Shelf, 12" length, removable (for Lincoln ImpingerÂ® Countertop Ovens)		
	Lincoln Impinger	4805	1	ea		Stand with Bottom Shelf & Casters, for single stack ovens only		
7	Frymaster	PSDU100	1	ea	Shortening Disposal Unit	Shortening Disposal Unit, 100 lb. oil capacity, manual pump, 9-5/8" drain height, one-way check valve, 6" wheels		
			1			90 days parts and labor warranty, standard		
			1			1 year parts only warranty, standard		
	Frymaster	826-2173	1			Shortening Disposal Hose, 48"		
8	Waring	WCT708	6	ea	Pop-Up Toaster	Commercial Toaster, medium-duty, (4) extra wide 1-3/8" slots, (4) slice capacity (up to 225 slices/hr), (2) rotary dial to adjust browning controls, removable crumb tray, brushed chrome finish, 3-prong plug, 120v/60/1-ph, 15 amps, 1800 watts, cETLus, NSF		
			6			1 year limited warranty, standard		
9	APW Wyott	CFHS-16	6	ea	French Fry Warmer	French Fry Warmer, countertop, 16", ceramic top heaters, heated base, pre-set thermostatic control, perforated bin, chrome heater guards, fry bag holding ribbon, lighted, stainless steel construction, 120v/60/1-ph, 880 watts, 7.3 amps, NEMA 5-15P, cULus, UL		
			6			1 year limited warranty, standard		
10	Star	20SC	6	ea	Hot Dog Grill	Grill-Max® Hot Dog Grill, roller-type, stadium seating, Duratec® coated non-stick rollers, capacity 20 hot dogs, analog controls for front and rear zones, stainless steel construction, cULus, UL EPH		
			6			1 year parts & labor warranty, standard		
			6			[20SC-120V] 120v/60/1-ph, 930 watt, 7.8 amps, NEMA 5-15P, standard		
11	Equipex	PANINI	2	ea	Panini Grill	Sodir Panini Grill, cast iron grooved top & grooved bottom griddle plates, 14"W x 9-1/2"D grill area, adjustable spring counterbalanced top, front drip tray & scraper, grills with stainless steel construction, 570°F thermostatic controls, 208/240v/60/1-ph, 12.0/14.0 amps, 3.0 kW, NEMA 6-15P, UL		
			2			Limited 1 yr. parts & labor warranty		
			2			Grooved top & bottom plates, standard		
12	Metro	MBQ-150DA	6	ea	Heated Banquet Cart	Metro® Heated Banquet Cabinet, (2) door, insulated (3) removable shelves holds up to (150) 11-3/4" plates, stainless steel construction, timer, thermometer, whiteboard, bumper, bottom-mounted heat module, 6" casters (2 rigid/2 swivel with brakes), 120v/60/1-ph, 1650w, 13.8a, NEMA 5-15P, cULus, NSF (options & accessories available on this model)		
			6			15 amp NEMA 5-15P, standard		
	Metro	MBQ-SUPH	6	ea		Swing-Up Handle		
	Metro	MBQ-SUSA	6	ea		Swing-Up Shelf Assembly		
	Metro	MBQ-8	6	ea		Casters upgrade, 8" 2 rigid/2 swivel with brakes		
13	Channel	CTR1418	4	ea	Double Mobile Tray Rack	Cafeteria Tray Rack, mobile, 40"W x 30"D x 54"H, double section, side load, 5" spacing, capacity (36) 14" x 18" trays, (2) trays per level, aluminum work top, aluminum construction, 5" non-marking bolted swivel polyurethane plate casters, NSF		
	Channel	/011	4	st		Caster Brakes (set of 2)		
14	Channel	QMA2860-3	10	ea	Queen Mary	Queen Mary Banquet Cart, 66"H, (3) shelves, 27" spacing, welded aluminum construction, raised marine edge, full perimeter bumper, (4) 8" casters (2 full swivel & 2 rigid), NSF		
	Channel	/5B	10	st		Caster Brakes, heavy duty (for two casters)		
15	Rubbermaid	FG101100BLA	2	ea	Tilt Truck, Mobile	Tilt Truck, mobile, open top, 3/4 cu. yd. capacity (approximately 600 lb.), structural foam, utility duty, black		
16	Custom		1	ea	Design	Provide DCA mechanical and electrical plans for installation of blast chiller, combi-oven, & fryer battery		
17	Custom		1	ea	Plumbing Work	Furnish and install plumbing & gas piping		
18	Custom		1	ea	ELECTRICAL WORK	Furnish and install electrical work		
19	Custom		1	ea	Equipment Installation	Deliver and install equipment. Demo existing blast chiller and fryer battery.		
20	Custom		1	ea	Ansul	Furnish and install ansul fire suppression for fryer battery		

Exhibit "2"
(Vendor's Bid)

Attachment 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.

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

Attachment 4

NOTICE OF INTENT TO SUBCONTRACT FORM

THIS FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S BID. FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR REJECTION OF THE BID 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 SUBCONTACTORS 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 Global Spectrum for approval, in advance of any such engagement.

_____ _____ _____

Authorized Signatory for Bidder Title Date

Attachment 5
SUBCONTRACTOR UTILIZATION FORM

INSTRUCTIONS

Any respondent intending to subcontract any parts of a contract with Global Spectrum 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 Global Spectrum upon request.

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

_____ _____ _____

Authorized signatory for Bidder Title Date

Attachment 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, emotion, 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**

Attachment 7

PUBLIC LAW 2005, CHAPTER 51 AND EXECUTIVE ORDER 117 (2008)

INFORMATION AND INSTRUCTIONS
For Completing the "Two-Year Vendor Certification and Disclosure of Political Contributions" Form

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding $17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51"). On September 24, 2008, then-Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor's ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor's responsibility to file new forms with the State should these changes occur.**

State Agency Instructions: Prior to the awarding of a contract, the State Agency should first send an e-mail to CD134@treas.nj.gov to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Form

NOTE: *Please refer to pages 3 and 4 "USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117" for guidance when completing the form.*

Part 1: BUSINESS ENTITY INFORMATION

Business Name – Enter the full legal name of the vendor, including trade name if applicable.

Address, City, State, Zip and Phone Number -- Enter the vendor's street address, city, state, zip code and telephone number.

Vendor Email – Enter the vendor's primary email address.

Vendor FEIN – Please enter the vendor's Federal Employment Identification Number.

Business Type - Check the appropriate box that represents the vendor's type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

Name of Recipient – Enter the full legal name of the recipient.

Address of Recipient – Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution – Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary. Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity. **(No additional Certification and Disclosure forms are required if BOX A is checked.)**

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.
The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: https://www.state.nj.us/treas/purchase/eo134questions.shtml
Reference materials and forms are posted on the Political Contributions Compliance website at: http://www.state.nj.us/treasury/purchase/execorder134.shtml

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **"Business Entity/Vendor"** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of "business entity," that individual's civil union partner and any child residing with that person. **1**

- **"Officer"** means a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.

- **"Partner"** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

1Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **"Contribution"** is a contribution, including an in-kind contribution, in excess of $300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee or a currency contribution in any amount.

- **"In-kind Contribution"** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.

- **"Continuing Political Committee"** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least $4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).

- **"Candidate Committee"** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.

- **"State Political Party Committee"** means a committee organized pursuant to N.J.S.A. 19:5-4.

- **"County Political Party Committee"** means a committee organized pursuant to N.J.S.A. 19:5-3.

- **"Municipal Political Party Committee"** means a committee organized pursuant to N.J.S.A. 19:5-2.

- **"Legislative Leadership Committee"** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.

- **"Political Party Committee"** means:

    1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
    2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
    3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Two-Year Chapter 51/Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

Chapter 51 - Rev. 4/17/15

FOR STATE AGENCY USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

□Check if the Contract / Agreement is Being Funded Using FHWA Funds

Please check if requesting recertification □

Part 1: Business Entity Information

Full Legal Business Name _____
(Including trade name if applicable)

Address _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN (SS# if sole proprietor/natural person) _____

Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL

□ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
□ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
□ Partnership: LIST ALL PARTNERS with any equity interest
□ Limited Liability Company: LIST ALL MEMBERS with any equity interest
□ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

All Officers of a Corporation or PC

_____
_____
_____
_____

10% and greater shareholders of a corporation or all shareholder of a PC

_____
_____
_____
_____

All Equity partners of a Partnership

_____
_____
_____
_____

All Equity members of a LLC

_____
_____
_____
_____

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.
IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: http://www.state.nj.us/treasury/purchase/forms.shtml#eo134

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. **(See Information and Instructions form.)**

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee
Legislative Leadership Committee

Full Legal Name of Recipient _____

Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

Type of Contribution (i.e. currency, check, loan, in-kind) _____

Contributor Name _____

Relationship of Contributor to the Vendor _____

If this form is not being completed electronically, please attach additional contributions on separate page.
Click the "Add a Contribution" tab to enter additional contributions.

☐ **Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.**

Part 3: Certification

i. ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.

ii. ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.

(C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.

(D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. **I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.**

2. **All reportable contributions made by or attributable to the business entity have been listed above.**

1. **The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:**

   a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:

   (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; **OR**
   (ii) Any State, County or Municipal political party committee; **OR**
   (iii)Any Legislative Leadership committee.

   b) During the term of office of the current Governor or Lieutenant Governor to:

   (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; **OR**
   (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

   c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:

   (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; **OR**
   (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

4. **During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:**

   (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; **OR**
   (b) Any State, County or Municipal political party committee; **OR**
   (c) Any Legislative Leadership committee.

   The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. **During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it –

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; **OR**
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov **, or regular mail at:**
Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

Attachment 8
NON-COLLUSION AFFIDAVIT FORM

STATE OF _____)
: 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 (bidder)_____

making a bid in response to Global Spectrum's Solicitation of Bids for COMMERCIAL KITCHEN EQUIPMENT, and that I executed said bid with full authority so to do; that the said bidder 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 Solicitation; and that all statements contained in the said bid and in this Affidavit are true and correct, and made with full knowledge that Global Spectrum relies upon the truth of the statements contained in the said Bid, in this Affidavit and in any statements requested by Global Spectrum showing evidence of qualifications in awarding a contract based upon said Solicitation.

I further warrant that no person or selling agency has been employed or retained to solicit or secure the said Solicitation 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 bidder.

_____
Authorized Signature

SWORN and SUBSCRIBED to me this
_____day of _____, 2017.

_____
NOTARY PUBLIC

_____
COMMISSION EXPIRES

Attachment 9
Fee Schedule
COMMERCIAL KITCHEN EQUIPMENT

ATTACHMENT 9 – Bid Form 1

Atlantic City Convention Center

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:

ITEM	DESCRIPTION	UNIT	AMOUNT
1	Equipment and/or Materials		
2	Design		
3	Plumbing		
4	Electrical		
5	Equipment Installation		
6	Ansul		

BASE BID:

Provide unit pricing for all materials on vendor bid section (Exhibit "2). For all work required by the Bidding Documents, except work as specifically identified as part of an Alternate, the stipulated lump sum of:

_____ $_____

(Words) **(Numbers)**

ALTERNATES:

Include in the amount of the ALTERNATES all labor, materials, overhead and profit, specified in the BID Documents, and additional work required that may be required by acceptance of the ALTERNATE. Refer to the INSTRUCTIONS TO BIDDERS for additional information regarding Alternates.

Amounts shall be shown in both words and figures. In the event of discrepancy, the amount shown in words shall govern.

If you are providing a base bid amount you must provide figures for both alternates.

Global Spectrum reserves the right to award the bid based on the Base bid amount, Alternate #1 amount and or Alternate #2 amount. You shall provide units cost for all applicable line items on vendors bid section (Exhibit #2) that are bided on. Failure to do so may disqualify your bid.

ATTACHMENT 9 – Bid Form 2

Atlantic City Convention Center

ALTERNATE No.1:

All costs associated with the line items 1, 2, 3, 16, 17, 18, 19, 20 only.

_____ $_____

(Words) **(Numbers)**

ALTERNATE No.2:

All costs associated with line items 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, only.

_____ $_____

(Words) **(Numbers)**

ADDENDA: The Bidder acknowledges receipt of the following Addenda:

_____Dated_____

_____Dated_____

The successful bidder will be asked to provide a schedule of values at the earliest date but no later than ten (10) business days before the date scheduled for submittal of the initial Application for Payment.

ATTACHMENT 9 – Bid Form 3

Atlantic City Convention Center

Additional Terms and Conditions:

1) PREVAILING WAGE

Vendors shall be subject to the provisions of the "New Jersey Prevailing Wage Act PL 1963 C.150 (C:34:11-56.25)" for the construction, reconstruction, demolition, alteration repair or maintenance of a Public Building regularly open to and used by the general public institution and includes any subcontractor or lower tier subcontractor unless they are registered with the Commissioner of Labor.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance if requested and to permit onsite monitoring, including interviews with employees and review of subcontracts, by GLOBAL SPECTRUM representatives. The bidder's signature on this Bid is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this bid are listed or are on record in the Office of the Commissioner of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

2) TAX EXEMPT

CRDA is a tax-exempt organization. Therefore, bidders shall not include sales tax in their bids.

_____

NAME OF BIDDER

Dated: _____ BY: _____

TITLE: _____

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:

Attachment 10

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 Global Spectrum finds a person or entity to be in violation of law, Global Spectrum shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE STATEMENT:

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

OR

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

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

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

Name: _____ Relationship to bidder: _____
Description of Activities: _____
_____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Casino Reinvestment Development Authority (Global Spectrum) 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 Global Spectrum to notify the Global Spectrum 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 Global Spectrum and that the Global Spectrum at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Signature:

Title: Date: