

GLOBAL SPECTRUM, L.P.

SOLICITATION OF BIDS

For:	ATLANTIC CITY CONVENTION CENTER BOARDWALK HALL PORTABLE KIOSK BARS
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Event	Date	Time
Bidder's Questions Due Date	Thursday, October 6, 2016	11:00 AM (1100 Hours)
Bid Submission Due Date Boardwalk Hall, Conference Room 150	Thursday, October 13, 2016	11:00 AM (1100 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: Thursday, September 22, 2016

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 an 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 Atlantic City 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 sixteen (16) Portable Kiosk Bars for the use at the Atlantic City Convention Center and Boardwalk Hall.

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:

GLOBAL SPECTRUM, L.P.
CLARK HUGHES
PROJECT PROCUREMENT MANAGER
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 PORTABLE KIOSK BARS at Convention Center and Boardwalk Hall,” 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 **two (2) 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 “ESCALATOR CLEANER at Convention Center and Boardwalk Hall} - Bid Inquiry.”

Any exceptions to the Purchase Agreement, attached hereto as Exhibit G, 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 [Purchase 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 Purchase Agreement, in its sole discretion.

Bidders are **NOT** to contact Global Spectrum directly, in person or by telephone, concerning this Solicitation.

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 BOARDWALK HALL/CONVENTION CENTER’S WEBSITE.**

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 Boardwalk Hall/Convention Center 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, the names of the bidders submitting bids and the amount of the bid will be publicly announced. 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 Boardwalk Hall, 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 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 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 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 Global Spectrum staff member identified in Section 1.3 above:

Global Spectrum, L.P.
Boardwalk Hall
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 separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, Disclosure of Political Contributions (c.51/EO 117) and Business Registration or Interim Registration must be supplied for each party to a joint venture.

1.12 Contents of Bid - Open Public Records Act

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

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. Global Spectrum 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. GLOBAL SPECTRUM 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.

2.0 PRODUCT SPECIFICATIONS

2.1 Condition of Material

All materials and products supplied by the bidder in conjunction with this bid shall be new and free from defects and consistent with industry standards. The products shall be delivered to Global Spectrum in excellent condition. In the event that any of the products supplied to Global Spectrum are found to be defective or do not conform to the specifications, Global Spectrum reserves the right to return to the bidder at no cost to Global Spectrum. Successful Bidder shall furnish all guarantees and warranties to Global Spectrum prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

2.2 Delivery

All items shall be delivered F.O.B. Destination inside delivery. Global Spectrum reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid. Delivery shall be delivered to the following address:

**Atlantic City Convention Center
1 Convention Center
Atlantic City, New Jersey 08401**

Advanced notice shall be required of delivery date two (2) days prior to arrival date by contacting:

GLOBAL SPECTRUM, L.P.
CLARK HUGHES
PROJECT PROCUREMENT MANAGER
2301 BOARDWALK
ATLANTIC CITY, NEW JERSEY 08401
Clark_Hughes@comcastspectacor.com

2.3 Brand Names

Brand names have been kept to a minimum in this Solicitation. If a brand name is used, the term “or approved equal” is considered to follow the brand name. Wherever a brand name is used, it is meant to denote the minimum level of quality and performance. Any item supplied as an “equal” must be approved by Global Spectrum during the bid evaluation and prior to an award. It should be understood that specifying a brand name in this specification shall not relieve the contractor from its responsibility to produce the unit in accordance with the performance warranty and contractual requirements.

2.4 Buy American

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farms products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

2.5 Service Performance within U.S.

Pursuant to N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by Global Spectrum shall be performed within the United States, except when Global Spectrum certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside of the United States, the contractor

shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause, unless previously approved by Global Spectrum and the State Treasurer.

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 – Bid Form (EXHIBIT H)
- Section B – Required Submittals and Compliance Information (EXHIBITS A, B, C, D, E, F, G,)
- Section C – Vendor’s Bid Response and Approved References (ATTACHMENT C)

A. Bid Form

The bidder must submit its pricing using the format set forth in the Global Spectrum supplied Bid Form appended hereto as **Exhibit H** to this Solicitation.

B. Required Submittals and Compliance Information

A) **Signatory Page**

The bidder shall complete and submit the signatory page attached as **Exhibit A**, 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. **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.**

B) **Disclosure of Investigation / 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 clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, docket number, 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 Bidder form attached as **Exhibit B**.

C) **Business Registration Certification from the Division of Revenue**

The bidder must submit a copy of the bidder's business registration certificate, interim certificate or application for registration from the New Jersey Division of Revenue as proof of registration to conduct business in the State of New Jersey. Failure to submit proof of registration with its bid may be cause for rejection of the bid.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate. The bidder must be registered at the time of the bid submission.

E) **Requirements of N.J.S.A. 19:44A-20.13-25 (Formerly Executive Order 134)**

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 attached as **Exhibit C**.

(i) Additional Disclosure Requirement of P.L. 2005, c. 271

The awardee 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 awardee receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the awardee'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.

F) Affidavit of Non-Collusion

The bidder must submit the affidavit attached as **Exhibit D** with its bid. **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.**

G) 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 **Exhibit E**)

H) 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 **Exhibit F** 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 **Exhibit G**. **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.

I) Notice to all Contracts Set-Off for State Tax Notice

Pursuant to L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or

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

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

J) [Purchase Agreement or Services Agreement]

The bidder shall review and execute the Purchase Agreement attached hereto as **Exhibit G**. Execution of the Purchase Agreement is not to be construed as entering into an agreement with Global Spectrum but rather as a submission of an offer to contract with Global Spectrum. **A bidder's failure to submit the completed and signed from with its bid will result in the rejection of the bids as non-responsive and preclude the award of a contract to said bidder.**

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 the Global Spectrums noted below, vendor contact with the Global Spectrum is not permitted.

A bidder may be required to give an oral presentation to Global Spectrum's 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 Global Spectrum'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 Global Spectrum 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 EXHIBITS

Exhibit A	Signatory Page
Exhibit B	Disclosure of Investigations/Actions Involving Bidder
Exhibit C	Political Contributions Disclosure
Exhibit D	Affidavit of Non-Collusion
Exhibit E	Affirmative Action
Exhibit F	Disclosure of Investment Activities in Iran
Exhibit G	Purchase Agreement
Exhibit H	Bid Form

Exhibit A

**GLOBAL SPECTRUM, L.P.
SIGNATORY PAGE**

SOLICITATION OF BIDS: **Portable Kiosk Bars**

FOR INFORMATION: Global Spectrum, L.P.
Boardwalk Hall
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 GLOBAL SPECTRUM.

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

Signature

Date

Exhibit B

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

Exhibit C

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, 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 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.

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 those 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.

State Agency Procedure for Submitting Form(s)

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

FOR STATE AGENCY USE ONLY

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

Description of Services Portable Kiosk Bars

State Agency Name CRDA Contact Person Sharon Dickerson

Phone Number (609) 347-0500 Contact Email sdickerson@njdrda.com

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
or all shareholder of a PC**

10% and greater shareholders of a corporation

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 _____

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 _____

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 _____

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

(A) 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**.

(B) 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.

3. 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.

Exhibit D

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, L.P.'s Solicitation of Bids for Portable Kiosk Bars, 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, L.P. relies upon the truth of the statements contained in the said Bid, in this Affidavit and in any statements requested by Global Spectrum, L.P. 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 _____, 2016.

NOTARY PUBLIC

COMMISSION EXPIRES

Exhibit E

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to 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**

Exhibit F

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 Global Spectrum, L.P. finds a person or entity to be in violation of law, Global Spectrum, L.P. 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 below.

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 Global Spectrum, L.P. (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 Global Spectrum to notify 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 Global Spectrum and that Global Spectrum at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Signature:

Title:

Date:

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

Exhibit G

**Purchase Agreement
(PORTABLE KIOSK BARS)**

INSERT FULL LEGAL NAME AND ADDRESS OF VENDOR:

(referred to hereinafter as the “Vendor”)

THIS PURCHASE AGREEMENT (the “Agreement”) is made as of this ____ day of _____, 2016 (the “Effective Date”), by and between GLOBAL SPECTRUM, L.P., a Delaware limited partnership (“Global Spectrum”), as agent on behalf of the CASINO REINVESTMENT DEVELOPMENT AUTHORITY (the “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 _____ of 2016 (the “Solicitation”) and the Vendor’s response thereto dated _____ (the “Bid”), the Vendor has been selected to sell the goods to Global Spectrum as more fully described on Attachment “A” (the “Goods”).

B. The Vendor desires to sell and Global Spectrum desires to purchase the Goods under the terms and conditions, 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 Vendor, intending to be legally bound, hereby agree as follows:

1. Copies of the Solicitation, Vendor’s Response and the Bid Form are annexed hereto as ATTACHMENTS B, C, and EXHIBIT H respectively. By this reference, the Solicitation, the Bid, and Bid Form 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 Vendor, in consideration of the execution and delivery of this Agreement, agrees to provide the Goods, as more fully described in Solicitation.

3. Compensation.

(a) Global Spectrum will make payment to the Vendor for Goods provided and accepted by Global Spectrum at the rates and/or the purchase price set forth on the Bid.

(b) Vendor shall not charge and Global Spectrum shall not be obligated to pay any additional fees or expenses, other than those set forth on the Bid Sheet for the purchase of the Goods described in this Agreement.

(b) Global Spectrum shall not be obligated or liable under this Agreement to any party, other than the Vendor, for the payment of any monies or the provision of any goods. The Vendor shall be obligated to indemnify, defend and hold Global Spectrum and CRDA harmless pursuant to Section 11 hereof in the event of any such claim.

(c) Global Spectrum shall remit payment to the Vendor within forty-five (45) days of the receipt of the Vendor's invoice, provided such invoice accurately and completely represents the work and amounts owing therein and is otherwise presented in accordance with this Agreement. The Vendor acknowledges that CRDA is exempt from state sales tax. As a result, Vendor shall not include sales tax on an invoice submitted to CRDA.

4. The Vendor 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 Vendor 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 as more fully set forth in Exhibit 'F'.

5. The Vendor represents and warrants, on behalf of itself and its employees, that:

(a) the Vendor and any employees, representative or agents of Vendor delivering goods or commodities hereunder, have, where applicable, all valid licenses required for performing under this Agreement and will keep such licenses in effect for the duration of this Agreement. Vendor shall provide evidence of such licenses to Global Spectrum upon request, and will notify Global Spectrum within two (2) business days of any suspension or revocation of any such license.

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

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

(d) (i) execution of this Agreement and performance hereunder 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.

(e) There is no action, suit or proceeding at law or in equity or by an

governmental instrumentality or other agency now pending or, to the knowledge of the Vendor, threatened against or affecting the Vendor that, if adversely determined, would materially impair its right to carry on business substantially as now conducted and as contemplated under this Agreement, or to perform its obligations under this Agreement, or would materially adversely affect its financial condition, except those previously disclosed to Global Spectrum.

(f) The bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The Vendor shall be obligated to indemnify, defend and hold Global Spectrum and CRDA harmless pursuant to Section 11 hereof in the event of any such claim.

6. Global Spectrum and Vendor agree that Global Spectrum may execute contracts with other vendors for the same goods described herein.

7. Global Spectrum represents and warrants that it has the authority to enter into, and will reasonably cooperate with the Vendor in accordance with the terms and conditions of, this Agreement.

8. (a) The Vendor 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 this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Vendor. The Vendor 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 Vendor 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 Global Spectrum or CRDA any cash or non-cash gratuity or payment with view toward securing any business from Global Spectrum or CRDA 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 Vendor.

(c) Should a conflict of interest issue arise, the Vendor agrees to fully cooperate in any inquiry and to provide Global Spectrum, the CRDA 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.

9. Vendor shall not cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify Global Spectrum or the CRDA with respect this Agreement or any Parties' duties or benefits hereunder without prior written consent of Global Spectrum and the CRDA, which may be withheld in its sole discretions

10. By signing this Agreement, the Vendor certifies that the Vendor 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.

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

12. 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 Vendor's Goods shall not in any way alter the Vendor's obligations, nor waive any of Global Spectrum's or the CRDA's rights, under this Agreement.

13. The initial term of this Agreement shall commence upon on the Effective Date and shall expire 1 year from such date, or earlier terminated as provided herein (the "Termination Date"), provided however, that the Agreement shall remain in full force and effect for any supplies ordered by Global Spectrum prior to 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 vendor. Vendor shall be paid for orders submitted 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 supplies.

14. Neither the performance of this Agreement, nor any part hereof, may be assigned by the Vendor without the prior written consent of Global Spectrum.

15. 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.

16. 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.

17. Subsequent to the award of this Agreement, the Vendor 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.

18. 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, L.P.

By: _____

By: _____

Name: _____

Name:

Title: _____

Title:

[Vendor: Complete and sign below]

Witness:

Vendor Name

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT “B”
(SOLICITATION)

PORTABLE KIOSK BARS

The intention of this bid is to purchase sixteen (16) kiosks bars to serve the Atlantic City Convention Center and the Historic Boardwalk Hall. A rendering and some specifications are provided to support the desired type. Substitutions must be at a minimum of equal value to be considered. A rendering and elevations/specifications must be provided during the question and answer period for Global Spectrum approval.

1. Refer to attachment A1 for rendering and A2 for elevation/specification information.
2. Refer to the following swatch charts for the base finish information.
 - a. <http://www.formica.com/en/us/products/formica-laminate#swatchesTab>
 - Formica Laminate: Oiled Walnut, Natural Finish, 5487-NT
 - b. <http://www.ralcolor.com/>
 - RAL Metal Color: RAL 9005
3. The TV Wall Mount; Rocketfish Tilting for 19” to 39” Flat-Panel – Black
4. The TV; Insignia – 39”Class (38.5” Diag.) – LED – 1080 – Smart – HDTV Roku – Black Model: NS-39DR510NA17.
5. Units must satisfy all regulatory standards for the application such as NSF Standards and UL Approved
6. Provide specification information for monitor.
7. Responder must have at least 5 years of experience manufacturing comparable kiosks display cabinets.
8. Responder must provide at least 5 acceptable references from end users who have purchased kiosks from the factory that manufactured the kiosks; Provide contact information. Attachment C (Vendor’s Bid Response).
9. The start date of the workmanship and material warranty is the purchase date, or one year from the date the machine was shipped from the factory, whichever is earlier.
10. All replacement parts must be available for a minimum of (5) five years. Attachment C (Vendor’s Bid Response).
11. Provide warranty information. Attachment C (Vendor’s Bid Response).
12. Lead time for the delivery of kiosks is a maximum of eight (8) weeks upon bid award. Provide lead time. Attachment C (Vendor’s Response).

ATTACHMENT “B”
(SOLICITATION)

PORTABLE KIOSK BARS

The intention of this bid is to purchase sixteen (16) kiosks bars to serve the Atlantic City Convention Center and the Historic Boardwalk Hall. A rendering and some specifications are provided to support the desired type. Substitutions must be at a minimum of equal value to be considered. A rendering and elevations/specifications must be provided during the question and answer period for Global Spectrum approval.

13. Refer to attachment A1 for rendering and A2 for elevation/specification information.
14. Refer to the following swatch charts for the base finish information.
 - c. <http://www.formica.com/en/us/products/formica-laminate#swatchesTab>
 - Formica Laminate: Oiled Walnut, Natural Finish, 5487-NT
 - d. <http://www.ralcolor.com/>
 - RAL Metal Color: RAL 9005
15. The TV Wall Mount; Rocketfish Tilting for 19” to 39” Flat-Panel – Black
16. The TV; Insignia – 39”Class (38.5” Diag.) – LED – 1080 – Smart – HDTV Roku – Black Model: NS-39DR510NA17.
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22. All replacement parts must be available for a minimum of (5) five years. Attachment C (Vendor’s Bid Response).
23. Provide warranty information. Attachment C (Vendor’s Bid Response).
24. Lead time for the delivery of kiosks is a maximum of eight (8) weeks upon bid award. Provide lead time. Attachment C (Vendor’s Response).

ATTACHMENTS “C”
(VENDOR’S BID RESPONSE)

EXHIBIT "H"
BID FORM

PORTABLE KIOKS BARS

Having carefully read and examined the Solicitation of Bid, the undersigned respondent hereby agrees to satisfy all services specified in Section 2.

<u>Attachment B</u>		<u>LUMP SUM</u>
<u>Portable Kiosks Bars</u> <u>TOTAL</u>		

Additional Terms and Conditions:

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

NAME OF BIDDER

Dated: _____ BY: _____
TITLE: _____