

Spectra Venue Management, L.P.

SOLICITATION OF BIDS
Atlantic City Convention Center
Jim Whelan Boardwalk Hall

For:	Bike Rack
-------------	------------------

Event	Date	Time
Bidder's Questions Due Date	May 14, 2021	12:00 p.m.
Bidder's Responses to Questions Due Date	May 28, 2021	5:00 p.m.
Bid Submission Due Date	June 11, 2021	11:00 a.m.

Dates are subject to change. All changes will be reflected in Addenda to the solicitation posted on the www.boardwalkhall.com/arena-info/rfps.

Solicitation Issued By

Spectra Venue Management L.P., as operator of Jim Whelan 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: May 7, 2021

NOTICE TO BIDDERS

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by Spectra Venue Management, L.P. (“Spectra Venue Management”), as operator of Jim Whelan Boardwalk Hall (“Boardwalk Hall”) and the Atlantic City Convention Center (the “Convention Center”), as agent on behalf of the Casino Reinvestment Development Authority (“Spectra Venue Management”) for

{Bike Rack}

Bid forms, contracts, drawings and specifications can be obtained from the offices of Spectra Venue Management located at 2301 Boardwalk, Atlantic City, New Jersey or on the website at www.boardwalkhall.com/arena-info/rfps

Sealed bids must be mailed, presented or delivered to Spectra Venue Management, 2301 Boardwalk, Atlantic City, New Jersey 08401, Attn. Clark Hughes, Capital Project/Procurement Manager. Spectra Venue Management 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 **{Bike Rack}** and contain the bidder’s name and address and the bid opening date.

Bids will be received, opened and read aloud in public at Spectra Venue Management offices at 2301 Boardwalk, Atlantic City, New Jersey on **June 11, 2021 at 11:00 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: May 7, 2021

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 elevators 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.

Jim Whelan 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 **Bike Rack** and accessories as needed for the use of Spectra Venue Management.

Spectra Venue Management intends to award a contract to the lowest responsible bidder whose bid conforms to these specifications. Spectra Venue Management, 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 Spectra Venue Management to be in the Spectra Venue Management's best interest. Spectra Venue Management reserves the right to reject any and all bids when it is determined by Spectra Venue Management to be in its best interest. Spectra Venue Management 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
Spectra Venue Management 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. Spectra Venue Management 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 "SPECTRA VENUE MANAGEMENT - BID FOR Bike Rack", 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

Spectra Venue Management will accept questions and inquiries pertaining to this Solicitation from all potential bidders electronically. Questions shall be directed to the Spectra Venue Management 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 **Bike Rack } - Bid Inquiry**".

Any exceptions to the Purchase 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 Purchase Agreement shall be determined by the Spectra Venue Management. Said determination shall be set forth in the Question and Answer addendum issued, if any, after the Question and Answer deadline. The Spectra Venue Management reserves the right to reject any and all amendments to the Purchase Agreement, in its sole discretion.

Bidders are **NOT** to contact the Spectra Venue Management directly, in person or by telephone, concerning this Solicitation. All questions and answers will be posted on the Spectra Venue Management 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 Spectra Venue Management'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 Spectra Venue Management 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. Spectra Venue Management 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 the Spectra Venue Management 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 Spectra Venue Management. Spectra Venue Management reserves the right to reject any and all bids, not award a contract or re-bid this contract if deemed necessary by Spectra Venue Management, 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 Spectra Venue Management 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 Spectra Venue Management 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 Spectra Venue Management 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 Spectra Venue Management staff member identified in Section 1.3 above:

Spectra Venue Management, 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, Spectra Venue Management 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. Spectra Venue Management, in consultation with 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. Spectra Venue Management WILL NOT HONOR ANY ATTEMPT BY A BIDDER EITHER TO DESIGNATE ITS ENTIRE BID AS PROPRIETARY, CONFIDENTIAL AND/OR TO CLAIM COPYRIGHT PROTECTION FOR ITS ENTIRE BID.

1.13 Minimum Requirements

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

Bidder must be an authorized dealer of the manufacturer of the bike rack

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 Spectra Venue Management in excellent condition. In the event that any of the products supplied to Spectra Venue Management are found to be defective or do not conform to the specifications, Spectra Venue Management reserves the right to return to the bidder at no cost to Spectra Venue Management. Successful Bidder shall furnish all guarantees and warranties to the Project Procurement Manager 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. Spectra Venue Management 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 within five (5) business days from receipt of order and shall be delivered to the following address:

Jim Whelan Boardwalk Hall, 2301 Boardwalk, Atlantic City NJ 08401

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

Rick Powell, Director of Operations Rick.Powell@spectrarp.com (609-952-0470)

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 Spectra Venue Management during the question and answer period 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.

The bike racks will be used indoors and outdoors for crowd controls and forming lines to help promote social distancing.

Purchase shall include:

- 144- 8ft bike rack
- 6 bike rack carts
- Spare set of caster wheels for carts
- 75 vinyl black bike rack covers
- 5 year warranty

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

3.0 BID PREPARATION AND SUBMISSION

3.1 General

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

3.2 Bid Content

The bid should be submitted in one volume and that volume divided into two (2) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section A – Bid form
- Section B– Required Submittals and Compliance Information

A. Bid form

The bidder must submit its pricing using the format set forth in the Spectra Venue Management supplied Bid Form appended hereto as **Attachment 9** to this Solicitation.

B. 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. Spectra Venue Management 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 Spectra Venue Management as noted below, vendor contact with Spectra Venue Management is not permitted.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid. The purpose of such communication with a bidder, either through an oral presentation or by letter, is to provide an opportunity for the bidder to clarify or elaborate on its bid.

No comments regarding other bids are permitted. Bidders may not attend presentations made by their competitors.

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

4.3 Bid Discrepancies

In evaluating bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

The Spectra Venue Management expressly reserves the right (a) to waive minor irregularities in bids submitted in response to this solicitation; and (b) to reject all bids and not award any contract in connection with this solicitation.

4.4 Reserved

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. Purchase 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. Bid form, 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 the Spectra Venue Management) 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 bid opening date, and must submit a copy of the bidder's NJ Business Registration Certificate with its bid. If not already registered with the New Jersey Division of Revenue, registration can be completed online at the Division of Revenue website: <http://www.state.nj.us/treasury/revenue/index.html>.

C. Compliance with Executive Order 151, dated August 28, 2009

Small Business Enterprise Requirement: It is the policy of the Spectra Venue Management 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 Spectra Venue Management contracts.

To the extent the Contractor engages subcontractors or sub-consultants to perform services for the Spectra Venue Management pursuant to this Contract, the Firm must demonstrate to the Spectra Venue Management's satisfaction that a good faith effort was made to utilize subcontractors and sub-consultants who are registered with the Division as SBEs. Be advised that the Spectra Venue Management shall be evaluated quarterly by the Division, based on its attainment of the Participation Goals set forth in the State of New Jersey Construction Services Disparity Study (October, 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June, 2005).

Evidence of a "good faith effort" includes, but is not limited to:

1. The Firm shall request listings of SBEs from the Division (609) 292-2146 and attempt to contact same.
2. The Firm shall keep specific records of its efforts, including records of all requests made to the Division, the names of SBEs contacted, and the means and results of such contacts, including without limitation receipts from certified mail and telephone records.
3. The Firm shall actively solicit and shall provide the Spectra Venue Management with proof of solicitations of SBEs for the provision of services, including advertisements in general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media.
4. The Firm shall provide evidence of efforts made to identify categories of services capable of being performed by SBEs.
5. The Firm shall provide all potential subcontractors and sub-consultants that the Firm has contacted pursuant to 2 or 3 above with detailed information regarding the scope of work of the subject contract.
6. The Firm shall provide evidence of efforts made to use the goods and/or services of available community organizations, consultant groups, and local, State, and federal agencies that provide assistance in the recruitment and placement of SBEs.

Furthermore, the Firm shall submit proof of its subcontractors' and/or sub-consultants' SBE registrations, and shall complete such other forms as may be required by the Spectra Venue Management for State reporting as to participation.

Pursuant to Executive Order 151 the participants' goals for this Contract are African-Americans 2.47%, Asian-Americans 1.47%, Hispanics 1.1%, Native Americans .07% and Caucasian Females 3.74%.

D. Notice to all Contracts Set-Off for State Tax Notice

Pursuant to L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is end **Bike rack** 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.

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 Purchase Agreement

Bidders shall review and execute **Attachment 2**. Spectra Venue Management 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 Spectra Venue Management but rather as a submission of an offer to contract with Spectra Venue Management. Any requested exceptions to the Purchase 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 Spectra Venue Management 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 Spectra Venue Management 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 Spectra Venue Management, 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 Spectra Venue Management. 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 Bid form

The bidder must submit its pricing using the format set forth in the Spectra Venue Management supplied Bid form appended hereto as **Attachment 9** to this Solicitation. If bidder fails to

complete the Bid form the bid may be deemed nonresponsive. Merely attaching a firm's catalog of pricing is unacceptable. Any additions to the Bid form 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

**CASINO REINVESTMENT DEVELOPMENT AUTHORITY
SIGNATORY PAGE**

SOLICITATION OF BIDS: {Bike Rack}

FOR INFORMATION: Spectra Venue Management
 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 CRDA OR ITS AGENT.

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

Signature

Date

Attachment 2

Purchase Agreement Goods and Commodities

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 _____, 2021 (the “Effective Date”), by and between the Spectra Venue Management, L.P, a Delaware limited partnership (“Spectra Venue Management”), 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 the Spectra Venue Management’s solicitation of bids released in {Month} of {Year} (the “Solicitation”) and the Vendor’s response thereto dated _____ (the “Bid”), and in accordance with Resolution 17- _ adopted _____, the Vendor has been selected to sell the goods to Spectra Venue Management as more fully described on Exhibit “1” (the “Goods”).

B. The Vendor desires to sell and Spectra Venue Management 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, Spectra Venue Management and the Vendor, intending to be legally bound, hereby agree as follows:

1. Copies of the Solicitation and the Bid are annexed hereto as Exhibit “2” and “3”, 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 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) Spectra Venue Management will make payment to the Vendor for Goods provided and accepted by the Spectra Venue Management at the rates and/or the purchase price set forth on the Bid.

(b) Vendor shall not charge and Spectra Venue Management 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.

(c) Spectra Venue Management 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 Spectra Venue Management harmless pursuant to Section 11 hereof in the event of any such claim.

(d) Spectra Venue Management 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 goods provided and amounts owing therein and is otherwise presented in accordance with this Agreement. The Vendor acknowledges that Spectra Venue Management's purchases under this Agreement are exempt from state sales tax. As a result, Vendor shall not include sales tax on an invoice submitted to Spectra Venue Management.

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

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 Spectra Venue Management upon request, and will notify Spectra Venue Management 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 the 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 Spectra Venue Management 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 Spectra Venue Management.

(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 Spectra Venue Management harmless pursuant to Section 11 hereof in the event of any such claim.

6. Spectra Venue Management and Vendor agree that Spectra Venue Management may execute contracts with other vendors for the same goods described herein.

7. Spectra Venue Management 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 Spectra Venue Management 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 Spectra Venue Management or CRDA any cash or non-cash gratuity or payment with view toward securing any business from Spectra Venue Management or influencing such person with respect to the conditions, or performance of any agreements with or orders from Spectra Venue Management, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every agreement between Spectra Venue Management and the Vendor.

(c) Should a conflict of interest issue arise, the Vendor agrees to fully cooperate in any inquiry and to provide Spectra Venue Management or CRDA or their designees

with all documents or other information reasonably necessary to enable Spectra Venue Management or CRDA or their designees 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 Spectra Venue Management and CRDA may have.

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

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 Spectra Venue Management, 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 of 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 Spectra Venue Management only by a written statement expressing that it is intended as a waiver of specified provisions of the Agreement. Spectra Venue Management'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 Spectra Venue Management's rights, under this Agreement.

13. The initial term of this Agreement shall commence on _____ 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 goods ordered by Spectra Venue Management prior to the Termination Date ("Post Termination Services"). Spectra Venue Management 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 Spectra Venue Management until the close of business on the Termination

Date, or, in the case of Post Termination Services, the date of Spectra Venue Management's acceptance of such goods.

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

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 Spectra Venue Management: (a) corporate resolutions of the successor entity ratifying acceptance of the terms and conditions of this Agreements; (b) updated Ownership Disclosure Form for the successor entity; and (c) Political Contributions Disclosure form for the successor entity. The documents must be submitted to Spectra Venue Management 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.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized signatories as of the day and year first above written.

Witness:

Spectra Venue Management, **L.P.**

By: _____

By: _____

Name: _____

Name:

Title: _____

Title:

[Vendor: Complete and sign below]

Witness:

(Name of Vendor)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit “1”
(Goods purchased)

Exhibit “2”
(Solicitation)

The bike racks will be used indoors and outdoors for crowd controls and forming lines to help promote social distancing.

Purchase shall include:

- 144- 8ft bike rack
- 6 bike rack carts
- Spare set of caster wheels for carts
- 70 vinyl black bike rack covers
- 5 year warranty

Below is a picture of the bike rack we currently are using at boardwalk hall and would like the new bike rack to match up to the existing bike rack.

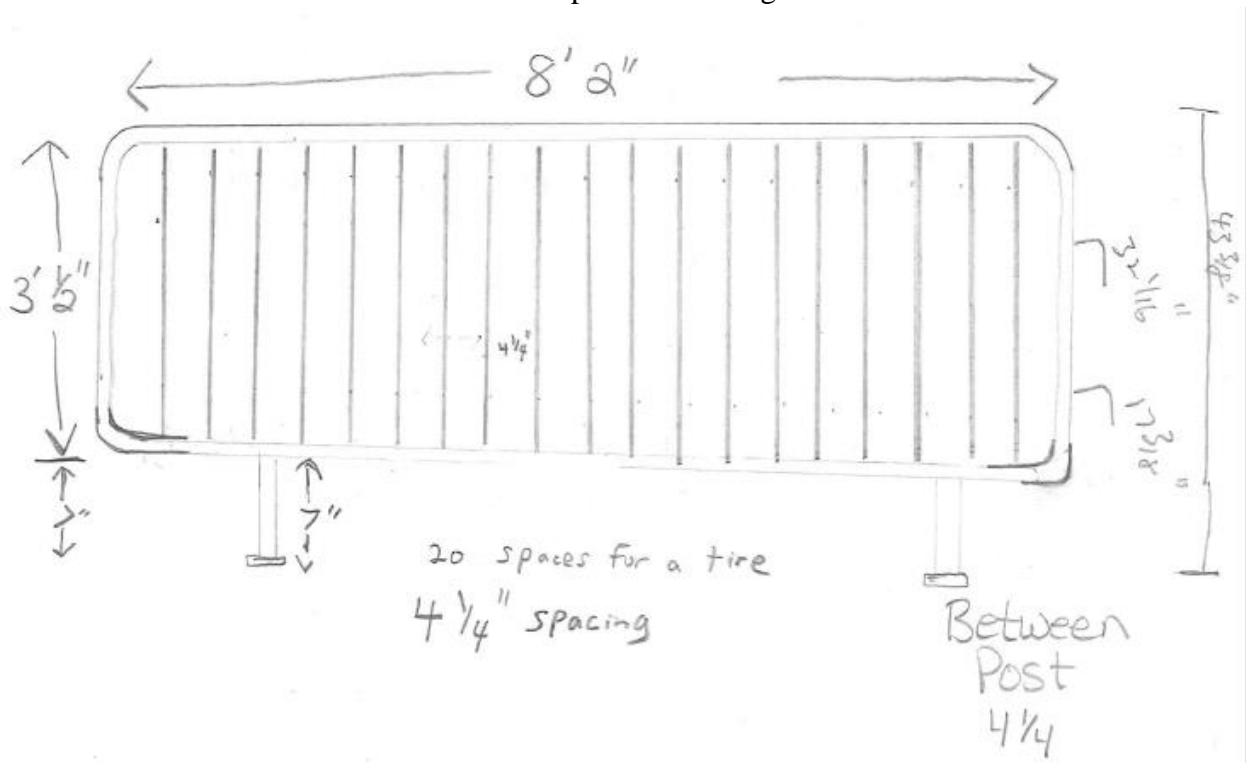


Exhibit “3”
(Vendor’s Bid)

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 RESPONDENT'S PROPOSAL. FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.

BID TITLE: _____

BID OPENING DATE: _____

BIDDER'S NAME AND ADDRESS:

INSTRUCTIONS: PLEASE CHECK ONE OF THE STATEMENTS BELOW

_____ If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

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

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

ALL BIDDER'S THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS CERTIFY AS FOLLOWS: I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, I will submit the Subcontractor Utilization Plan to Spectra Venue Management 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 the **Spectra Venue Management** 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 **Spectra Venue Management** upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that **Spectra Venue Management** 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, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report; or Employee Information Report Form AA302.

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27**.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ **I HAVE A CURRENT NJ AFFIRMATIVE ACTION
CERTIFICATE (PLEASE ATTACH A COPY TO YOUR 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)

Chapter 51 Instr. - Rev. 4/17/15

Page 1 of 4

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.)

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

Chapter 51 Instr. - Rev. 4/17/15

Page 2 of 4

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.

Public Law 2005, Chapter 51 and Executive Order 117 (2008)
Chapter 51 Instr. - Rev. 4/17/15

Page 3 of 4

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/ea134questions.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.

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

Chapter 51 Instr. - Rev. 4/17/15

Page 4 of 4

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

Page 1 of 3

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>

Chapter 51 - Rev. 4/17/15

Page 2 of 3

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.
Chapter 51 - Rev. 4/17/15 *Page 3 of 3*

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 _____)
COUNTY OF _____) : SS:

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 Spectra Venue Management's Solicitation of Bids for { **Bike rack** } as needed, 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 Spectra Venue Management relies upon the truth of the statements contained in the said Bid, in this Affidavit and in any statements requested by the Spectra Venue Management 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 _____, 2021.

NOTARY PUBLIC

COMMISSION EXPIRES

Attachment 9 Bid Form

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

(Solicitation)

"Exhibit 1" Bike Rack					
item No.	Manufacturer	QTY.	Specification	unit price	Total
1		144	8' bike rack		
2		6	Bike rack carts		
3		75	Black Vinyl jackets		
4	Custom	1	Freight		
				Total	

1. Total lump Sum Contract (In Words) _____
 _____ Dollars

2. Addenda:
 The bidder acknowledges receipts of the following Agenda

_____ DATED _____

_____ DATED _____

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

1. The foregoing list is not exclusive; the Spectra Venue Management and the successful respondent may agree in writing to amend or augment the products set forth above not to exceed 10% of contract total.
2. The CRDA is a tax exempt organization. Purchases under this Agreement are exempt from sales tax. Therefore, bidders shall not include sales tax in their bids.
3. In the event that delivery of goods is not made within the number of days stipulated or under any schedule defined in the Solicitation, Spectra Venue Management reserves the right to obtain the goods from any available source, the difference in price, if any, to be paid by the vendor failing to meet its commitments.
4. Unless otherwise noted on the Bid form, all prices for items are to be submitted F.O.B. destination. Bids submitted other than F.O.B. destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to Spectra Venue Management.

NAME OF BIDDER

Dated: _____ BY: _____
TITLE: _____

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 Spectra Venue Management finds a person or entity to be in violation of law, Spectra Venue Management 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 (Spectra Venue Management) 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 Spectra Venue Management to notify the Spectra Venue Management 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 Spectra Venue Management and that the Spectra Venue Management Spectra Venue Management at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Signature:

Title:

Date:



TO: Bid Responders

FROM: Clark Hughes

DATE: May 7, 2021

SUBJECT: ATLANTIC CITY CONVENTION CENTER/JIM WHELAN BOARDWALK HALL - GENERAL INFORMATION

Bidders should be aware that all submitted **sealed** bids are carefully reviewed for compliance, and non-compliant bids are rejected. Please carefully review your bid submissions for compliance. The following information is required but not limited to.

Documents that must be submitted at the time of the bid.

1. Section: 1.0, 1.13 - **Must provide documentation.** Bidder to provide documentation evidencing that the firm meets the minimum requirements. (Sect 1.13).
2. Bidder and subcontractors must provide copies of the Business Registration Certificate

The following Exhibits provided in the bid package must be completed and executed and provided with the bid.

Attachment 1 Signatory Page

Attachment 2 Purchase Agreement

Contract must be signed with the submitted bid.

Attachment 3 Disclosure of Investigation and Actions Involving Respondent

Attachment 4 Notice of Intent to Subcontract

Attachment 5 Subcontractor Utilization Form

Attachment 6 Affirmative Action (Respondent must submit an NJ Affirmative Action Certificate, a Federal Affirmative Action Plan Approval Letter or AA302)

Attachment 7 Political Contributions Disclosure Form & Instructions.

Attachment 8 Non-Collusion Affidavit

Attachment 9 Bid Form

Attachment 10 Disclosure of Investigation Activities in Iran Form

NOTE: Contract modification requests shall be presented during the Question and Answer period.