



PROJECT # ACCVA 12-08



Facility Management Services

**Atlantic City Convention Center, Historic Boardwalk Hall & West Hall
Proposals Due No Later than 3:00 p.m. EDT on September 7, 2012**

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Section 1

Introduction and Instructions

1.01 Purpose of the RFP

The Atlantic City Convention Center & Visitors Authority (ACCVA) is requesting proposals from firms fully qualified and experienced in providing comprehensive facility management and operations services at convention centers and arenas.

Under the supervision of the ACCVA, the firm awarded the contract will be responsible for the entire operation of the Atlantic City Convention Center (Convention Center), the Historic Boardwalk Hall (Boardwalk Hall) and West Hall (hereinafter, collectively referred to as Convention Center and Boardwalk Hall), including, but not limited to, the following:

- Event Production
- Building Maintenance
- Public Safety
- Labor Relations
- Coordination with the Existing Food Service Provider

The principal proposer should have at least five years of successful experience as the sole and exclusive provider of facility management services in convention centers and arenas or other facilities of a comparable nature. Similar facilities are defined as a major market exhibition facility or convention center with 400,000 - 700,000 square feet of functional space including approximately 300,000 – 500,000 square feet of exhibition space and 100,000 – 200,000 square feet of ballroom and meeting room space and arenas with between 10,000 and 18,000 seats.

Section 3 of this document contains the requirements for the submission of this proposal. Vendors are reminded that the awarding of this contract is based on both management fees and documented qualifications of the firm to perform the requested services.

The information presented in the RFP is intended to present an overview of the operations at the Convention Center, the Boardwalk Hall and West Hall. Proposers are encouraged to view the following websites, www.Accenter.com and www.boardwalkhall.com.

It is the desired goal of the ACCVA to have an executed Agreement with the successful Proposer no later than November 1, 2012.

1.02 Contact Person, Telephone Number, Fax Number, and Email

All questions regarding this RFP are required to be submitted in writing or via email to:

Atlantic City Convention & Visitors Authority
Attn: Gary Callender
Purchasing Agent
2314 Pacific Avenue
Atlantic City, New Jersey 08401

609-449-7104 (phone)
609-449-2091 (fax)
gcallender@accva.com (e-mail)

Answers to questions will be sent by email to all proposers within two business days. The deadline for questions is 12 p.m. Eastern Time, August 14, 2012.

Proposers, legal counsel or anyone affiliated with the Proposer are prohibited from communicating or lobbying in any other manner about this project with any other ACCVA employees, CRDA employees, elected officials, or evaluation committee members from the date of issuance of this proposal until the final selection unless authorized by the Purchasing Agent. Other means of communications or contact may disqualify the Proposer.

Submittals must be signed by a duly authorized official of the Proposer. Consortiums or joint ventures submitting proposals must establish that all contractual responsibility rests solely with one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team.

1.03 RFP Schedule of Events

This schedule of events represents the ACCVA's best estimate of the schedule that will be followed for this RFP. The ACCVA may elect to modify the schedule, as necessary and appropriate.

Pre-Proposal Conference

- All proposers ***are invited*** to attend a pre-proposal conference to acquaint themselves with the scope of the work and all conditions that might have an effect on the performance of the services required.
- The pre-proposal conference will be held at the Atlantic City Convention Center (Executive Conference Room), One Convention Boulevard, Atlantic City, New Jersey on **August 9, 2012 at 11:00 AM.**

The approximate RFP schedule is as follows:

Public Notice to Bidders – Deliver to Press	July 31, 2012 (11:00 AM)
RFP release	August 1, 2012
Public Notice to Bidders – ACCVA Website	August 2, 2012
Pre-proposal conference	August 9, 2012 (11:00 AM)
Questions regarding the proposal	August 14, 2012 (12:00 noon)
Proposals due	September 7, 2012 (3:00 PM)
Review of proposals and short list determined	September 10 to September 14, 2012
Short list presentations	September 18/19, 2012
Review and selection of operator	September 24 to October 8, 2012
Notice of award of Contract by	November 1, 2012
Contract Commencement	January 1, 2013

The ACCVA will make every attempt to follow the above timetable and process, however, the ACCVA can deviate from this timetable and process if it is in the ACCVA's best interest to do so.

The ACCVA reserves the right to reject all proposals with no liability for any cost incurred by the firms submitting the proposals. The ACCVA has the right to terminate or suspend this RFP at any time.

By accepting a Request for Proposals package, you agree that should there be a dispute as to the terms of the within Request for Proposals or the conduct of the Request for Proposals process, arbitration will be the required and exclusive forum for resolution of such matters.

The arbitration process is as follows. Initiation of Arbitration will be by submission of a written notice to the President of the Atlantic City Convention and Visitors Authority. The controversy will be submitted to a single arbitrator selected as follows: (1) each side will designate a former/retired state or federal judge to serve as arbitrator; (2) both sides will confer in an effort to agree on one of the two selected arbitrators; (3) if the parties cannot agree, then the two designated arbitrators will select a single former/retired state or federal judge arbitrator acceptable to both of them. The independent arbitrator will set the procedures for the arbitration which will allow for expedited proceedings and limited discovery. Each party shall bear their own costs of arbitration.

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Proposers must submit one (1) original hard copy (marked "Original") on 8 ½ by 11 paper, three (3) flash drives, and eight (8) hard copies of the proposal in a sealed envelope or package. Proposers shall also send a copy by email to the Purchasing Agent.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the ACCVA before the deadline for receipt. Envelopes or packages must be addressed as follows:

Gary Callender, Purchasing Agent
Atlantic City Convention & Visitors Authority
2314 Pacific Avenue
Atlantic City, NJ 08401
609-449-7104 (phone)

Proposals must be received at the locations specified no later than **3:00 p.m., Eastern Time, on September 7, 2012**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means, except as noted above.

Proposers assume the risk of the method of dispatch chosen. The ACCVA assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the ACCVA. A Proposer's failure to submit its proposal prior to the deadline will cause the proposal to be rejected and returned unopened. Late proposals or amendments will not be opened or accepted for evaluation.

Excluding proprietary information, the successful Firm's proposal and contract are deemed public records and shall be available to the public upon request. In addition, the ACCVA shall maintain a "Register of Proposals for this Contract," which shall contain the names of companies who submitted a proposal and the name of the company who was awarded the contract; however, the proposals of the submitting firms not awarded the contract are nonpublic records and will remain confidential.

1.05 Addenda

If deemed necessary, addenda to the RFP will be issued and will be emailed to the Proposers.

Section 2

Scope of Work

2.01 Introduction and Background Information

The Convention Center is currently owned by the New Jersey Sports and Exposition Authority (NJSEA). A private company, General Foods Credit Corp., is an investor in the Convention Center through a sale and lease agreement with the NJSEA. Boardwalk Hall is owned by the Atlantic County Improvement Authority but is leased by the NJSEA through a partnership. Pitney Bowes Credit Corp is part of the financing for the Boardwalk Hall's partnership. The Convention Center, Boardwalk Hall and West Hall are under the control of the ACCVA. NJSEA's interests in the Convention Center, Boardwalk Hall and West Hall are to be transferred to the Casino Reinvestment Development Authority (CRDA) as part of recent State legislation establishing the Atlantic City Tourism District. Details of the ownership and financial structure are anticipated to be finalized in the near future and will be distributed to Proposers upon its release. Once finalized, the ACCVA's power and duties will be transferred to the CRDA and the ACCVA will operate as a division of the CRDA. The legislation charges the CRDA with redevelopment of the City and creation of public/private partnerships. Proposers should review the terms of NJSA 5:12-218 et seq. A Tourism District master plan was recently completed and can be accessed at: <http://www.njcrda.com/>.

The CRDA provides capital investment funds for economic development and community projects that respond to the changing economic and social needs of Atlantic City and the State of New Jersey. It encourages business development and permanent job creation, promotes opportunities for business expansion, and commits to facilitating a vibrant economic investment and employment environment for New Jersey. The CRDA receives its funding from legislation requiring casinos to reinvest 1.25% of their gaming revenues through the organization in the form of community and economic development projects.

The ACCVA is a State Authority created through a merger of the Atlantic City Convention Center Authority and the Greater Atlantic City Convention & Visitors Bureau. The ACCVA currently serves as the marketing arm of the Convention Center and serves as the destination's principal marketing agency, stimulating economic growth through convention, business and leisure tourism development. For more information visit www.atlanticcitynj.com.

Since 1992, the ACCVA has overseen the operations and management of the Convention Center. In addition to overseeing the Convention Center, the NJSEA and ACCVA supervised the \$90 million renovation of Boardwalk Hall, which was transformed into a contemporary special events center and re-opened in October 2001.

The Atlantic City Alliance (Alliance) was created in 2011 by State legislation to serve as the private part of a private-public partnership to enhance Atlantic City's overall tourism

image. Casinos contribute \$30 million annually to fund the organization and develop a new marketing campaign to help revive the local tourist economy.

Management at the Convention Center and Boardwalk Hall is currently provided by SMG. The contract with SMG runs through December 31, 2012.

SMG currently has collective bargaining agreements with the following Unions:

- International Brotherhood of Teamsters, Local 331 (Clerical employees)
- Stationary Engineers, Local 68 (HVAC operators)
- IBEW, Local 351 (Electricians)
- International Brotherhood of Painters and Allied Trades, Local 711
- AFSCME, Local 2303B (Custodial)
- Laborers International Union of North America, Local 1412 (Security)

It's been the practice of SMG to hire temporary and casual labor from the following unions on an as-needed basis for conventions and shows:

- Ticket Sellers, Local 752
- IATSE Local 77 (Stagehands)
- IBEW, Local 351 (Electricians)
- Laborers, Local 415
- Painters, Local 711
- Carpenters, Local 623 and
- Plumbers, Local 322.

The food and beverage service provider for the Convention Center and Boardwalk Hall is currently Ovations. The current contract for Ovations expires on May 31, 2013. The contract may be extended at the option of the ACCVA for a period of three years.

The Convention Center provides power supply, outlets and plumbing connections to exhibit areas and booths.

PSAV offers clients the latest in audio-visual service and assistance with the center's technological capabilities.

The UPS Business Center, conveniently located on premises, showcases a full line of products and services including document finishing, faxing, color and black and white copying, cellular phone rental, packaging and package shipping and receiving, and a generous range of office and sundry supplies.

Verizon Enterprise Solutions Group provides total integrated network solutions allowing exhibitors and visitors' utilization of a variety of basic and advanced business communications applications.

Overview of the Convention Center

Since opening on May 1, 1997, the Convention Center has become “Your Northeast Business Address”, hosting a wide array of premier events from large public shows, conventions and trade shows, to meetings and conferences. Erected at a cost of \$268 million, the building is the largest and most expensive public project in the City’s history, and was built under the auspices of the NJSEA and ACCVA. It was the centerpiece of a multi-billion dollar redevelopment plan which included The Walk, a retail and entertainment complex, numerous CRDA-funded neighborhood partnerships, the Boardwalk Hall renovation, the Grand Boulevard, the Sheraton Convention Center Hotel, and new casino expansion projects.

The Convention Center, designed to incorporate and reflect Atlantic City’s seaside location, won the prestigious “Award of Excellence in Architectural Design” from the Pennsylvania Society of Architects. The facility contains 500,000 contiguous square feet of space and occupies a site of nearly 31 acres, making it one of the East Coast’s largest Convention Centers. One of the most sophisticated facilities of its kind in the nation, the center features cutting edge communications technology and offers the instantaneous transfer of information throughout the building or across the globe.

Five spacious exhibit halls are located on the building’s second level, ranging in size from 29,400 square feet to 199,500 square feet. The rooms can be contracted individually, adjoined or easily configured to meet a client’s needs. Hall A, at 29,400 square feet, can be transformed into a ballroom or banquet hall. Services available in each exhibit hall include electric, water, voice/data, exhaust, compressed air, drain, and MATV. A Show Manager’s Office, Press Office and securable storage space are also conveniently located adjacent to each exhibit hall.

The Center’s 45 meeting rooms surround the expansive atrium lobby and total 109,100 square feet. Room dimensions range from 672 square feet to 11,880 square feet. The rooms’ amenities include soundproof panels, assisted listening systems and voice, video and data communications capabilities. MATV connection for audio and video playback from point to point makes possible an “in-house television station” for event promotion and messaging. Room 311, a sophisticated Executive Level Presentation Room, features a large screen projection system with integrated video conferencing and videotape and audio input, ideal for interactive meetings and product demonstrations from the Convention Center to any point in the world. The room was planned, executed and continues to be managed by Verizon’s Enterprise Solutions Group.

The facility’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 doors, mechanical elevators, and 1,400 indoor parking spaces. It is connected with the Atlantic City Rail Terminal that runs the Atlantic City Line from Philadelphia to Atlantic City. Jitneys, buses and taxis queue at the front of the building to provide service to other points within the city. A pedestrian air 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, trade show and meeting attendees.

Overview of the Boardwalk Hall

Boardwalk Hall has played host to a variety of entertainment and sporting events throughout its 81 year history. A premier entertainment spot for visitors and residents alike, this unique seaside arena has helped to solidify Atlantic City's reputation as the "Always Turned On" entertainment destination of the Northeast.

Built in 1929 to host the city's growing convention industry, the historic Hall was touted an architectural marvel at that time. With its large 137 foot-high barrel vault ceiling, the Atlantic City Convention Hall as it was formerly known, laid claim to the world's largest clear span space during that period.

Boardwalk Hall takes pride in a number of firsts. In 1930, it hosted the nation's first indoor college football game; from July 1942 until November 16, 1945 the Army Air Forces used Convention Hall as a headquarters and training facility during World War II; the country's first indoor helicopter flight was made here in 1970, and Boardwalk Hall was listed on the United State Register of Historic Places as a National Historic Landmark in 1987. Many celebrated artists have performed at Boardwalk Hall including The Beatles, Frank Sinatra, the big band orchestras of Louis Armstrong, Count Basie and Woody Herman, Luciano Pavarotti, The Police, the Rolling Stones and many more.

In December 1998 the facility began an extensive three year, \$90 million renovation and restoration that would transform the building into a modern special events arena capable of variable seating for up to 14,770 people. In 2001, the new, more modern Hall was unveiled with much fanfare. Renamed "Boardwalk Hall," the building was officially re-opened with a moving patriotic ceremony held on October 11, 2001 to honor those who serve and protect our country, state and communities.

Since reopening, a host of world-class entertainers and national touring productions have taken the legendary stage, such as icons Lady Gaga, Elton John, Bruce Springsteen, Paul McCartney, Barbara Streisand, Madonna, The Rolling Stones, Jimmy Buffett, and Andrea Bocelli, among others. Boardwalk Hall has also showcased some of the most exciting professional boxing matches carded in recent history, including 2008's Kelly Pavlik vs. Gary Lockett WBC/WBO Middleweight Championship showdown and Ring magazine's 2003 Fight of the Year, Gatti vs. Ward III. Other popular sports and family entertainment have included the annual Atlantic 10 Men's Basketball Championship, Professional Bull Riders, New Jersey's State High School Wrestling Championships, Walking With Dinosaurs, Disney On Ice, Ringling Bros. and Barnum & Bailey Circus and WWE. From 2011 through 2013, Boardwalk Hall will play host to the ECAC Hockey Men's Championship.

Quality entertainment has garnered high honors for Boardwalk Hall's box office in recent years. In 2003, 2004, and 2007, leading trade publications Billboard magazine and

Venues Today have ranked Boardwalk Hall as the top grossing mid-sized arena in North America. In 2005, 2006 and 2008, those same publications listed Boardwalk Hall as the highest grossing mid-sized arena in the world.

2.02 Goals and Objectives

The ACCVA strives to operate high-quality, state-of-the-art facilities that are competitive in the industry and attract diverse event activity including sporting, entertainment, and cultural events, conventions/trade shows, consumer/public shows, meetings, and community events. It is the ACCVA's intention that the Convention Center and Boardwalk Hall be operated in a professional and fiscally responsible manner consistent with best industry practices and all applicable laws and ordinances. Operating objectives include minimizing any on-going operating subsidy, providing quality customer service, innovative marketing efforts, facility maintenance and upkeep, as well as working cooperatively with other agencies to maximize event activity and operating efficiency of the Convention Center and Boardwalk Hall.

Proposers should consider these goals an important part of the RFP process, as their ability to meet them will be evaluated as part of the selection process.

The Proposer may provide five and ten year contract term options. The proposed term must comply with the requirements of a qualified management contract pursuant to IRS Safe Harbor provisions found in Revenue Procedure 97-13. As applicable, the contract term options should include termination rights such that the ACCVA shall have the right to terminate the Agreement with or without cause and without payment of any penalty, fee or premium.

2.03 Scope of Work

It is expected that the Management Company will provide a high quality, professional approach and meet or exceed industry standards for building operations. The Management Company will be responsible for and should consider the expense associated with the following facility services when preparing their operating projections and compensation proposal.

It is expected that the Management Company will provide a management team to collectively operate the buildings in the most efficient manner possible. More specifically the Management Company shall:

- Assist the ACCVA in the negotiation of various contracts and agreements involving facilities, products, and services related to the Convention Center and Boardwalk Hall.
- Book, promote, and stage Convention Center and Boardwalk Hall events to maximize revenues and net income to the ACCVA.
- Manage the daily operations of the Convention Center and Boardwalk Hall in the most efficient and profitable manner including, at a minimum, the following:

- ✓ Groundskeeping
 - ✓ Custodial and building maintenance services
 - ✓ Security
 - ✓ Marketing
 - ✓ Advertising/sponsorship/premium seating
 - ✓ Event setup and take down
 - ✓ Event coordination/supervision
 - ✓ Event services
 - ✓ Staff scheduling
 - ✓ Box office operations/ticketing
 - ✓ Food service
 - ✓ Parking
 - ✓ Information services
 - ✓ Web site maintenance
- Provide financial and administrative services such as accounting, budgeting, purchasing, personnel, and contracting of outside services.
 - Maintain the Convention Center and Boardwalk Hall in a first-class, safe and sanitary condition.
 - Make recommendations on operating improvements, including capital improvements, that would improve patron service or enhance operational efficiency.

As such, specific services and responsibilities include, but are not limited to:

A. Management

1. Manage and operate the Convention Center and Boardwalk Hall in accordance with policies approved by the ACCVA.
2. Manage all day-to-day functions and operations of the Convention Center and Boardwalk Hall and operate the facilities at all times in the public interest and in accordance with the highest professional and ethical standards.
3. Interact with the ACCVA as required.
4. Manage the operations of the box office.
5. Recommend to the ACCVA or its authorized representatives, all rental rates, fees, and charges for services provided throughout the Convention Center and Boardwalk Hall.
6. Establish an effective system of communication that encourages linkages and collaborative efforts between the Convention Center and Boardwalk Hall and other segments of the hospitality industry, including the Atlantic City Alliance (“Alliance”), the Atlantic City hotel industry and other visitor industry segments.
7. Work with the ACCVA Attorney in developing a standard license agreement. Non-standard license agreements shall be reviewed by the ACCVA Attorney as to form and

legality. The ACCVA's Risk Manager shall determine the insurance requirements. In procurement situations that, in the ACCVA's opinion, create potential conflicts of interests for the successful Proposer, the ACCVA will negotiate the procurement. Otherwise, the successful Proposer will also negotiate future subcontractor agreements, to be approved by the ACCVA.

8. With the exception of contracts with an affiliated entity, negotiate and administer all contracts including, but not limited to, services, events, tenants, concessions, catering, ticketing, novelties/merchandise, advertising, sponsorship, naming rights, premium seating licenses, parking, and equipment.

Any contract entered into between the Successful Proposer and its affiliate shall be generally consistent with agreements in comparable facilities, reflect market conditions and be on terms and for prices customarily charged in the industry for comparable goods and services, and, in the case of material contracts with an affiliate of the Successful Proposer, including, without limitation, concessions and ticketing agreements, such contracts shall require approval of the ACCVA, not to be unreasonably withheld.

9. Perform Convention Center and Boardwalk Hall information technology functions and maintain systems in state-of-the-art condition.
10. Be responsible for returning the Convention Center and Boardwalk Hall and FF&E to the ACCVA in the same condition and quantity in which they were provided, except for normal wear-and-tear, at the conclusion of the term of the negotiated agreement.
11. Provide regular reports to the ACCVA's designated Contract Administrator or its authorized representative. The ACCVA shall make periodic inspections of the Convention Center and Boardwalk Hall and equipment to determine that they are being maintained in a neat and orderly condition. The Proposer will be required to make any improvements in cleaning or maintenance methods as required by the Management Contract.
12. Abide by all applicable local, county, state, and federal laws pertaining to its operation and secure all licenses and permits necessary for operation of the Convention Center and Boardwalk Hall. The successful Proposer shall be responsible for, and pay all federal, county, city and state taxes arising as a result of the Management Contract, including those levied against the ACCVA.
13. Maintain the tax exempt status of outstanding bonds which financed any of the Convention Center and Boardwalk Hall by entering into a contract that complies with IRS Revenue Procedure 97-13.
14. Maintain electronic building information management system that tracks building maintenance, building modifications, lifecycle costs, etc.

B. Sales and Marketing

1. Schedule events, negotiate contracts and confirm event bookings.
2. Develop a detailed marketing plan.
3. Develop and maintain a positive working relationship with the Alliance, area hotels, and other appropriate entities. Develop and engage in advertising, solicitation and promotional activities, as required to develop the full potential of the Convention Center and Boardwalk Hall.
4. Develop and implement a customer service program.
5. Periodically conduct market research to include customer satisfaction surveys of patrons and clients and report those results to the ACCVA.
6. Manage ticket sales either in-house and/or through a third party ticketing contract.
7. Create promotional materials, floor plans, maps and other facility-related marketing material.
8. Maintain the Convention Center and Boardwalk Hall websites.
9. Develop forms, subject to the approval of the ACCVA, for rental and other event-related services.

C. Transition Plan (If Applicable)

1. Develop a plan that ensures an orderly transition of the operations and services for the facilities not currently under management of the Proposer. Provide an estimate of transition/relocation expenses that would be the responsibility of the ACCVA, if any.

D. Maintenance and Repair

1. Be responsible for preventative maintenance and general maintenance and repair of all facilities under the Management Contract. The interior, exterior, and infrastructure of the physical facility and grounds will be maintained by the successful Proposer. The successful Proposer shall also be responsible for informing the ACCVA of deferred maintenance items and degraded conditions beyond ordinary wear and tear. The successful Proposer must develop and annually update a long-term (5 year rolling) capital improvement plan (CIP) and a plan for major repairs & maintenance (R&M) activities for the Convention Center and Boardwalk Hall. The CIP and R&M plans must be provided to the ACCVA as necessary for consideration in the ACCVA's annual budget process. The successful Proposer is further responsible for taking all actions necessary to maintain the validity of all warranties and for ensuring that repairs to any part of the Convention Center and Boardwalk Hall or FF&E which is under warranty is accomplished under the warranty.
2. Maintain a neat and orderly operation at all times, and be responsible for, or oversee, vendor contracts pertaining to the necessary housekeeping and groundskeeping

services (e.g., trash removal, snow removal, etc.) to properly maintain the Convention Center and Boardwalk Hall.

3. Adhere to the mandatory recycling policies of Atlantic City and the State of New Jersey.

E. Accounting and Finance

1. Establish operating and financial systems controls for the Convention Center and Boardwalk Hall, including the use of existing and replaced systems to be approved by the ACCVA.
2. Prepare and submit annual operating budgets for the Convention Center and Boardwalk Hall.
3. Establish a system of internal controls to provide reasonable assurance that the Convention Center and Boardwalk Hall resources are used in an effective and efficient manner.
4. Keep full and accurate accounting records relating to its activities at the Convention Center and Boardwalk Hall in accordance with generally accepted accounting principles.
5. Provide monthly financial reports to the ACCVA that include, but are not limited to, an event and financial analysis comparing budget to actual amounts and corresponding explanations of positive or negative variances, a list of upcoming events, operating and maintenance issues/concerns, and any other appropriate information as requested by the ACCVA.
6. Administer payroll systems for all persons employed by the firm at the Convention Center and Boardwalk Hall.

F. Obligations of the ACCVA

The ACCVA has the responsibility and authority to discharge the following obligations regarding the management of the facilities, and nothing in the contract with the Management Company shall limit or abridge these powers:

1. To provide all initial land, buildings and facilities and FF&E in good working order (to be inventoried at time of Management Contract signing).
2. To review and comment on all personnel manuals developed by the Management Company.
3. To negotiate, execute, and oversee the contract between ACCVA and the Management Company.
4. To approve in advance and in writing all contracts entered into by the Management Company, including all subcontractors for security, concessions, and facilities services.
5. To review and comment on all facility operations policies, including the setting of all rates and/or fees for services, security and emergency response plans, and the

delineation of specific types and levels of services to be provided to licensees. The ACCVA shall also have the authority to establish performance standards for all levels of service and for facility operations.

6. To approve the line item budget for facility management proposed by the Management Company, including all costs for the operation of the facilities and the Management Company's management fee.
7. To budget and appropriate funds to pay for Convention Center and Boardwalk Hall debt service.
8. Determine insurance requirements for all contracts and license agreements through the ACCVA's Risk Manager.
9. To approve in advance and in writing a capital improvement program for the facilities prepared by the Management Company.
10. To procure all necessary on-site equipment and replacement items of major capital equipment in accordance with the approved capital improvement plan.
11. To make periodic inspections of the facilities and FF&E to verify that they are being maintained in a neat and orderly condition.
12. To monitor the Management Company's overall performance through periodic performance audits.
13. The ACCVA reserves the right to modify its functional role with respect to administering the operations of the Convention Center and Boardwalk Hall at any time, subject to the terms of the Management Contract.

2.04 Indemnification

The successful Management Company, its subcontractors, agents, servants, officers or employees shall indemnify and hold harmless the ACCVA, including but not limited to, its elected and appointed officials, trustees, officers, employees, successors, consultants, and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the selected Management Company during the Proposer's performance of the Agreement or any other agreements of the Proposer, entered into by reason thereof. The Proposer shall indemnify and defend the ACCVA, including, but not limited to its elected and appointed officials, trustees, officers, employees, successors, consultants, and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the Proposer, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including but not limited to, damage awards, costs and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the Agreement relating to insurance requirements. The Proposer agrees that it will procure and keep in force at all times at its own expense, insurance in accordance with these specifications.

2.05 Performance Bond and Insurance Requirements

Performance Bond

The successful Management Company will be required to furnish a performance bond in a form approved by the ACCVA in the amount up to \$1,000,000 for each year of the contract. This bond must be submitted to the ACCVA prior to commencement of the contract.

Insurance

- a. The Management Company shall comply with all applicable state and local insurance and fire prevention regulations and all requirements of the ACCVA's insurance carriers.
- b. At the time of the execution of this Agreement, the Management Company shall immediately furnish and deposit with the ACCVA certificates as designated in this Section. All insurance policies shall be issued by an insurance company authorized by law to conduct business in the State of New Jersey and having an A.M.Best rating of A or better. Such insurance company and policies are subject to the prior approval and acceptance of the ACCVA. Management Company shall, at its sole cost and expense, procure and maintain the following types and limits of insurance, additional insured endorsement and cancellation clause through the term of this Agreement.
 - (1) **Commercial General Liability** policy in the occurrence form, providing coverage against claims for bodily injury or death, property damage or physical injury to tangible and intangible property, damages to premises rented to you; occurring in or upon or resulting from the use or occupancy of the premises, or from or out of Management Company's and its authorized representative or by anyone directly or indirectly employed by any of them, or by anyone for whose acts of any of them may be liable and shall afford defense and indemnification of the ACCVA. Coverage shall be primary and non-contributory above any other valid and collectible insurance including ACCVA. Such coverage shall apply vertically, with the Management Company's general liability and excess coverage being exhausted first. Coverage shall be a limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, to be provided through a combination of primary and excess layered policies. Excess must follow form with General Liability policy.

(2) New Jersey Workers Compensation and Employer's Liability Insurance

Workers Compensation Coverage – Statutory Requirements

Employers Liability Limits not less than:

Bodily injury by Accident	-	\$1,000,000	Each Accident
Bodily injury by Disease	-	\$1,000,000	Each Employee
Bodily injury by Disease	-	\$1,000,000	Policy Limit

(3) Commercial Automobile Liability or Business Auto policy limits not less than \$1,000,000 each occurrence, combined single limit for bodily injury or death and property damage including loading and unloading operations . Symbol 1 shall apply to the auto coverage.

(4) Garagekeepers Legal Liability limit of not less than \$1,000,000 limit for location deductible per auto no more than \$1,000 per auto; \$10,000 maximum deductible per loss.

(5) Blanket Employee Dishonesty at \$500,000 per occurrence, \$1,000,000 in the aggregate.

- c. Commercial General Liability policy, Commercial Auto/Business Auto, and Garagekeepers policies described above must include the following Additional Insured endorsement language: The ACCVA, its successors and or assigns, their officers, agents and employees are named as additional insureds including the cost of defense and indemnification, against any and all claims for bodily injury or death and property damage to tangible and intangible property occurring in or upon or resulting from the insured's use or occupancy of the facilities or from or out of the insured's or its member's officers, directors, employees, agents, contractors or licensees, performance or non performance related in any way to the facility management services agreement by and between the ACCVA and Management's Company. Following the aforementioned ownership transition NJSEA will no longer be one of the insureds.
- d. ACCVA shall maintain property insurance coverage for the premises and all contents thereof owned by the ACCVA.
- e. Management Company shall maintain property insurance coverage for special cause of loss and be solely responsible for all property thereof owned by or leased to Management Company.

- f. Waiver of Recovery/Subrogations: To the extent permitted by law, the Management Company waives all rights of recovery and shall cause its Insurers to waive their rights of subrogation against The ACCVA, its successors and or assigns, their officers, agents and employees for loss or damage covered by any of the insurance maintained by the Management Company pursuant to this agreement.
- g. The Cancellation clause for all the above policies and certificates(s) must read as follows: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.
- h. Management Company shall throughout the term of this agreement, require all of the Management Company's agents, licensees or subcontractors providing services at the premises to provide Management Company and the ACCVA with Certificates of Insurance evidencing similar types of commercial General Liability, Workers Compensation, Employers Liability, and Commercial Automobile Liability insurance coverage required of Management Company by this agreement.

2.06 Contract Award

It is the ACCVA's intent to enter into a contract with the Proposer that best demonstrates the ability to operate, maintain and promote the Convention Center and Boardwalk Hall. After review of the proposals, if the ACCVA decides it is not in its best interest to enter into a contract, the ACCVA will notify all Proposers, and the ACCVA shall have no obligation or liability to the Proposers.

Section 3 Proposal Format and Content

3.01 Submittal Requirements

To ensure complete and organized responses, proposals should be submitted with a table of contents according to the format specified below:

- A. Transmittal Letter
- B. Background and Project Summary
- C. Qualifications and Policies
- D. Staffing and Organization Plan
- E. Subcontractor Information and Qualifications
- F. Operations and Management Plan
- G. Marketing Plan
- H. Financial Pro Forma
- I. Preventive Maintenance Program

- J. Approach to Environmental Sustainability
- K. Financial Stability
- L. Compensation Proposal

Table of Contents

Each section requires the submission of information that will help the ACCVA evaluate the proposals. The requests are numbered for ease of response. Provide answers to each of the requests in each of the subsections (A through L) in a clear, concise, and comprehensive manner. For ease of evaluation, please present your bound proposal separated by tabs, each corresponding to the individual subsection letter (A through L). Within each tabbed subsection, please number your responses to the question or qualification according to the numbering scheme presented here. Include any tables that are required in the format that is requested.

A. Transmittal Letter

The transmittal letter shall be a formal letter from the proposer and shall be prepared in a standard business format. The letter shall be brief, signed by the person who is authorized to commit the organization to perform the work specified in the proposal, and identify all materials and enclosures being forwarded in response to the proposal. The letter shall also include the name of the person who shall serve as the proposer's representative for all matters relating to the proposal response as well as the person who is being recommended as the day-to-day facilities manager. A statement shall be included that the proposal submitted is valid for at least 180 days from the Proposal due date.

B. Background and Project Summary

Provide a description of the Proposer's overall philosophy and approach for the management and operation of the Convention Center and Boardwalk Hall. Provide information describing the proposed strategies, policies and procedures to be employed in managing the Convention Center and Boardwalk Hall that clearly addresses the scope of services presented in this RFP.

C. Qualifications and Policies

1. Provide a brief, but complete history of your company.
2. Identify all public assembly facility clients (convention centers, civic centers, arenas and stadiums), the scope of each agreement (i.e., total management, specific phases of the total operation only, acting as a consultant) and length of agreement. Emphasis should be placed on experience with similar facilities in terms of size, type and complexity.

3. Summarize the experience and qualifications of the Proposer's corporate management team and include resumes outlining the educational background, years of experience, length of employment with your firm, and experience of the individuals who will have supervisory responsibility over the Convention Center and Boardwalk Hall (Officers, Board of Directors and/or Affiliates of the Proposer). Address any plans to provide home office and corporate regional support to the Proposer's resident Convention Center and Boardwalk Hall manager of the facilities. Also address Convention Center and Boardwalk Hall events with unusual requirements, as well as any type of recurring support that the Proposer will provide to its proposed manager.
4. Identify all public assembly facility client contracts, which were discontinued within the last five years (2007 to present). Indicate the reasons and the source of the initiative for ending the contract.
5. Include a minimum of five (5) references from similar clients, including client entity name, primary contact name and title, phone number and mailing address, as well as specific examples of improvements to the clients operations that were as result of your efforts (e.g., cost reduction, revenue enhancement, event booking, etc.). For firms with less than five (5) managed properties, please include references from all properties under management.
6. Identify your company's policies on employee / worker safety and affirmative action plan.
7. Identify your company's policies and benefit structures for employee benefits (e.g., worker's compensation, 401k, etc.).
8. Provide audited and certified financial statements for your company's last three years of operation.

D. Staffing and Organization Plan

1. Include a proposed organization chart with proposed staffing and salary rates, including hourly rates, for all full time employees for the overall management and operation of each of the facilities. Define any shared responsibilities between the buildings. The Management Company will provide the on-site management team for the Atlantic City facilities. This team will report directly to the President of ACCVA, as appropriate (subject to the aforementioned transfer of interests). The ACCVA reserves the right to have final approval of the on-site management teams at all times and of any changes in the persons holding that position.
2. Submit position descriptions and salary levels for its key personnel, including the Regional Director, proposed to be assigned to the Convention Center and Boardwalk Hall operations, marketing and financial areas including, at a

minimum, the General Manager, Assistant General Manager, Director of Marketing and Director of Finance. (The position titles used herein are for example only and are not intended to define or describe an organizational structure.) The proposal must adequately describe each proposed individual's qualifications and experience.

3. Identify one or more candidates for the General Manager position which will have overall responsibility for the operation of the Convention Center and Boardwalk Hall on a day-to-day basis. Each candidate must demonstrate extensive experience with operations of similar public assembly facilities. Provide a description of the process you will follow which allows the ACCVA the opportunity to meet and evaluate your proposed candidate(s). It is expressly understood that the General Manager of the Convention Center and Boardwalk Hall will be located on-site. The ACCVA will have ultimate approval authority of the General Manager position.
4. As applicable, describe your transition plans for hiring operating personnel, both event and non-event.

E. Subcontractor Information and Qualifications

Identify those services the selected Proposer may elect to subcontract. While certain of these subcontractors may not be identified until after award of the Management Contract, wherever the Proposer intends to subcontract certain services, the specific service, roles and responsibilities must be identified in this section of the submittal.

F. Operations and Management Plan

1. Provide an operational plan overview for addressing the requirements in the RFP. Describe the operating policies and procedures to be employed by the operator to manage and operate the Convention Center and Boardwalk Hall, including your approach related to security, parking, customer service, repair and maintenance and other primary building functions. Describe your training programs offered to staff. Describe your approach to financial management, risk management, life/safety management, employee management and administrative policies and procedures. Describe your event management and accounting systems and provide sample records illustrating the capabilities of your system. Provide samples of monthly and annual reports that would be provided to the ACCVA to track usage and financial performance of the Convention Center and Boardwalk Hall. Describe your approach to implement and maintain an effective system of internal controls.
2. Submit the key elements of a management plan for the Convention Center and Boardwalk Hall, to include considerations for cost containment/expense reduction, revenue enhancement (including non-operating revenue sources), customer service improvement, improvements to building maintenance

procedures, and other key operating characteristics of the Convention Center and Boardwalk Hall.

3. The ACCVA has a food concession contract with Ovations. Describe how you would coordinate services, function, management, and conflict resolution with regards to the food concession operations. The Management Company will be required to coordinate with the food service company to ensure high quality food service delivery.
4. If applicable, submit an overview of key elements of a transition plan from the existing management structure to the new management structure for the Convention Center and Boardwalk Hall that, at a minimum, addresses the following broad categories: review of operating policies and procedures; a plan describing the extent to which current employees at the existing facilities will be incorporated into the new management structure (The ACCVA prefers that existing employees are retained for a minimum of six months, subject to existing agreements); recruitment/retention of key staff; review of key event management and accounting systems; review of sales and marketing efforts and development of a marketing plan; review of building systems and facilities; review of existing vendor contracts; and the anticipated timeframe for execution of the transition plan including key milestones.

G. Marketing Plan

The Convention Center is in a unique position as the gateway into Atlantic City. It has a critical role in establishing a major landmark for the city.

1. The ACCVA has responsibility for sales and marketing programs and booking conventions and trades shows for the Convention Center. Include a discussion of your strategy for working with area organizations such as the ACCVA and Alliance including detail as to programs, goals and results for selected projects that distinguish the Proposer's ability to work in conjunction with these organizations.
2. It is expected that the Management Company will have responsibility for booking all sports, entertainment and special events in Boardwalk Hall. In booking events it is also expected that the Management Company will leverage its industry network to maximize usage and financial performance. Provide a narrative description of your approach to:
 - Booking/scheduling of events at the Boardwalk Hall
 - Promoting, advertising, and overall marketing of these events
 - Booking in-house, self-promoted, and co-produced events in the scheduling mix, and
 - Procedures and policies for scheduling and settling events with outside promoters, show managers, and with the ACCVA.

3. Describe and project your event scheduling goals the period January 1, 2013 to December 31, 2015 for Boardwalk Hall. In support of these goals, please submit a list of major events that your organization was responsible for booking at the facilities that you manage.
4. Please submit a list of additional events that you believe have a strong possibility of being booked at the facilities.
5. Discuss any synergies your company may have with other regional venues under your management.
6. The Convention Center is located near six competitive Convention Center markets: Baltimore, Pittsburgh, Providence, Chattanooga, Charlotte and Philadelphia. It also competes with small Convention Centers and exhibition halls in New Jersey. The Convention Center competes with convention centers in other parts of the country such as Orlando, New Orleans, Chicago, and Las Vegas. Describe your approach to operating in this competitive environment and methods for increasing market share for Atlantic City.
7. The ACCVA will value creative ideas on the synergies of booking special "sister" events in both Convention Center and Boardwalk Hall. Describe your approach in booking, scheduling, and the type of events you might consider for this arrangement.

H. Financial Pro Forma

Provide an estimated financial pro forma for the Convention Center and Boardwalk Hall operations for the contract term. The pro forma should provide an estimate of revenues and expenses by major line item as well as supporting assumptions related to Convention Center and Boardwalk Hall operations, including a summary of event activity for the length of the contract. Provide a narrative description of proposed initiatives that would reduce the operational cost of both the Convention Center and Boardwalk Hall without decreasing effectiveness, service, cleanliness, or marketability. Discuss your strategy for maximizing the annual operating revenues. Discuss the financial package you would likely provide for your employees in terms of annual salary, bonus/ incentive compensation, and benefit package of employees. Salaries and wages must be allocated between buildings accordingly. Discuss your thoughts regarding the value of creating a marketing fund contribution.

I. Preventive Maintenance Program

Provide a summary of the approach to Preventive Maintenance Programs for the proposed term of the Agreement. Please provide examples of these programs that are in effect at comparable facilities managed by Proposer. Include in the program

Proposer's methods for assuring that all maintenance work is scheduled, completed, documented, and performed in a manner that is consistent with generally accepted standards for building maintenance.

J. Approach to Environmental Sustainability

Summarize the approach to ensuring environmental sustainability as part of the operations of the Convention Center and Boardwalk Hall, and with respect to capital repairs to the extent the Proposer has been involved in such projects. Reference specific examples of sustainability initiatives employed at other facilities managed by the Proposer.

K. Financial Stability

Each proposal must include:

1. Audited financial reports for the last three years including income statement, balance sheet, and statement of changes in financial position
2. Credit report (e.g., Dun & Bradstreet report).
3. Credit history letter(s) from financial institution(s).
4. Most recent quarterly financial statement.

L. Compensation Proposal

Proposer shall submit a detailed cost proposal with a breakdown of the annual fees and or commissions to perform the work listed in section 2.03 Scope of Work that includes:

1. *Annual base (fixed) management fee* – Proposers should propose a compensation arrangement which includes an annual fixed management fee. Proposers must indicate whether or not all or any part of the Executive Management (i.e., General Manager and directors) salary(ies) is to be derived from either the fixed base management fee or the incentive fee. Any portion of the Executive Management (i.e., General Manager and directors) salary(ies) which is not derived from either the fixed base management fee or the incentive fee must be included in the staffing plan and proposed operating budgets for the Convention Center and Boardwalk Hall.
2. *Annual incentive fee* – The incentive fee component is designed to reward superior performance in the areas of customer satisfaction, innovative and successful marketing, revenue enhancement, cost containment, reduction of the operating subsidy, and facility maintenance. Proposers should provide a formula for calculating the incentive fee which will be finalized during contract negotiations.

3. Upfront capital/other investment, if any. Upfront capital investment is encouraged though not required.
4. Any other fees anticipated for company services.
5. The ACCVA is open to recommendations concerning the structure of the compensation arrangement between the ACCVA and the Management Company. However, the compensation arrangement must be structured in a way that maintains the tax-exempt status of the ACCVA in regard to current outstanding bonded indebtedness and any future bond issues. A separate fee structure should be proposed for each of the facilities.
6. Please consider and make reference to obligations and benefits to each party under various conditions, such as equaling a budget, exceeding a budget, falling under budget, incurring losses, or surpassing predetermined benchmarks in finances or programming.
7. Please include proposed employment /management contracts when submitting your proposal.

The Proposer must submit a financial pro forma as described in more detail earlier in this section of the RFP. Due to the nature of the RFP and the information provided, it is understood that any pro formas and proposed compensation structure will be subject to further negotiation, review, and clarification of the detailed financial information.

The Convention Center and Boardwalk Hall are publicly-owned facilities, financed in part with tax-exempt bonds. Additional tax exempt bonds may be issued in the future to finance additions and/or improvements to the Convention Center and/or Boardwalk Hall. Thus, the final agreement between the ACCVA and the selected provider of management and operational services must comply with federal tax laws that restrict the “private business use” of facilities financed with tax-exempt bonds. Proposers will be required to ensure that their proposals are in full compliance with IRS procedures and guidelines and federal tax laws and regulations governing private business use of facilities financed with tax-exempt bonds so as not to jeopardize the tax-exempt status of the above referenced bonds. Proposers are expected to adhere to IRS Safe Harbor provisions found in Revenue Procedure 97-13 and proposals should include an analysis of the basis on which the provider believes its proposed contract terms comply with this Revenue Procedure.

The Proposer may provide five and ten year contract term options. The proposed term must comply with the requirements of a qualified management contract pursuant to IRS Safe Harbor provisions found in Revenue Procedure 97-13. As applicable, the contract term options should include termination rights such that the ACCVA shall have the right to terminate the Agreement with or without cause and without payment of any penalty, fee or premium.

Revenue Procedure 97-13 is currently under review by the IRS and may be revised at any time. In the event of such a revision the parties agree to review in good faith the terms of this agreement against any revised safe harbors to determine if any changes to such terms should be made to reflect market conditions at that time.

Section 4

Review of Proposals and Interviews

4.01 Selection Criteria

All proposals will be reviewed and evaluated by an evaluation committee. Recommendations for contract award will be made by the evaluation committee to the full ACCVA Board. The evaluation committee will rely on the qualitative and quantitative information contained and presented in the proposals, reference checks and interviews in making the decision to select the best firm to provide services for the ACCVA.

- *Experience, Qualifications, and References* – experience, qualifications, performance and national stature of the firm and experience in managing public assembly facilities that are similar in scope, complexity and size as well as demonstrated record of success by the Proposer on work previously performed.
- *Management Team* – experience and qualifications of the Proposer's management team and the resumes outlining the experience, education, and performance record of individuals who would be instrumental in the management and operation of the Convention Center and Boardwalk Hall and upper-level regional or national management personnel who will have supervisory responsibility over the Convention Center and Boardwalk Hall.
- *Approach and Methodology* – quality and insight of the approach and methods outlined by the Proposer in its plan for the management, operation, marketing, and maintenance of the Convention Center and Boardwalk Hall consistent with the Goals and Objectives and Scope of Work outlined in Sections 2.02 and 2.03 of this RFP.
- *Proposed Financial Compensation* – management, incentive fee and investment proposals for the management and operation of the Convention Center and Boardwalk Hall.
- *Financial Stability* – demonstrated financial stability and capability of the Proposer.
- Following review of the proposals the ACCVA may choose to interview one or more firms. Upon completion of the interviews the highest ranking firm will then be asked to enter into contract negotiations with the ACCVA. If an agreement cannot be reached with the highest ranked firm, the ACCVA will move to the next firm. The ACCVA reserves the right to not select a firm as part of this process if an agreement cannot be reached with the interviewed Proposers.

Section 5

Standard Proposal Information

5.01 Authorized Signature

An individual authorized to bind the Proposer to the provisions of the RFP must sign all proposals. Consortiums or joint ventures submitting proposals must establish that all contractual responsibility rests solely with one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team.

5.02 Conflict of Interest

Proposers must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the ACCVA). The ACCVA reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Proposer's proposal. The ACCVA's determination regarding any questions of conflict of interest is final.

5.03 Competitive Facilities

Proposers must disclose any instances where the firm or any of its representatives are managing a competing facility (convention center or arena of similar size) regionally (in the case of Boardwalk Hall) and nationally (in the case of the Convention Center). Please describe how you would address any real or perceived conflicts.

5.04 Other Terms and Conditions

Special conditions include the following:

1. The Management Company will report directly to the President of the ACCVA, as appropriate (subject to the aforementioned transfer of interests).
2. The ACCVA will award this contract to the best-qualified and responsible proposer and enter into a contract for facility management services, as specified herein; to manage and produce all event operations at the facilities, to provide building maintenance services including maintenance for all equipment of the food service operation, to coordinate and monitor public safety at the facilities and to operate and maintain the parking lots controlled by the ACCVA.
3. The Proposer may provide five and ten year contract term options. The proposed term must comply with the requirements of a qualified management contract pursuant to IRS Safe Harbor provisions found in Revenue Procedure 97-13. As applicable, the contract term options should include termination rights such that the ACCVA shall have the right to terminate the Agreement with or without cause and without payment of any penalty, fee or premium.
4. The ACCVA reserves the right to reject any or all proposals or **to award in whole or in part** if deemed to be in the best interest of the ACCVA to do so.
5. Proposals shall not be returned to the proposer.
6. The ACCVA's operational facilities and equipment shall be used solely for the conduct of the described contract.
7. The Convention Center and Boardwalk Hall will provide a broad range of activities, including regional trade and consumer shows, conventions, meetings and other regional and local banquet and special events, sporting events and concerts.
8. Building Plans and Mechanical Drawings of the Convention Center and Boardwalk Hall are available upon request.
9. Submission of a proposal indicates that the Management Company has read and completely understands this Request for Proposal document and these terms and conditions.
10. The ACCVA will not be liable for any costs incurred by management companies in the preparation and presentation of proposals.
11. All management companies may be required to furnish additional information as the ACCVA may reasonably require prior to final selection

12. The ACCVA reserves the right to reject any or all proposals, wholly or in part, and the right, in its sole discretion, to accept the proposal which it considers most favorable to the ACCVA's interest, and the right to waive any minor irregularities in the proposals when such a procedure is reasonably in its best interest.
13. The ACCVA will rate the Management Companies on an evaluation of their proposals, as submitted. The ACCVA reserves the right to award a contract not based solely on the Management Company with the lowest cost, or best financial term, but based on an offer which, in the sole opinion of the ACCVA best fulfills or exceeds the requirements of the RFP and is deemed by the ACCVA to be in the best interest of the ACCVA.
14. The successful Management Company will act as an agent of the ACCVA, with the ACCVA's written consent. The successful Management Company will be an independent contractor. Furthermore, the successful Management Company will agree that upon the request of the ACCVA, it will remove from the premises permanently if so requested, any employee who, in the opinion of the ACCVA, is guilty of improper conduct, not qualified to competently perform the work assigned or whose presence in the said premises is deemed to be detrimental to its best interest.
15. The respondent must state in its proposal, as of the date of its response that it knows of no conflicts of interest, which would be created by its contract with the ACCVA for the management contract.
16. The proposal must contain a list of any key firms that may participate in the management contract. Although respondents need not have a formal contract with proposed subcontractors, all subcontractors must be approved by the ACCVA at the time when the proposal is submitted. The respondent may not change the composition of the management team or subcontractors without written authorization by the ACCVA. Subcontractors must not have a conflict in providing services to the ACCVA.
17. As in its approach to selecting the company best qualified to manage the facilities, the ACCVA requires that Management Companies using subcontractors adhere to the same criteria in selecting their respective operators. Selection should be based on product quality control, cost, adequate fiscal and inventory controls and accountability, fair and effective personnel procedures and training, and experience in public assembly facilities. If the successful Management Company chooses to subcontract, such subcontracts shall be the responsibility of the successful Management Company, pursuant to the management contract.
18. The Management Company shall comply with all applicable local, state, and federal laws, rules, regulations, and ordinances to the delivery of services.

19. The contract resulting from this RFP shall be construed under and governed by the laws of the State of New Jersey. The successful Management Company agrees to bring any federal or state legal proceedings arising under this contract in which the State or the ACCVA is a party, in a court of competent jurisdiction within the State of New Jersey. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party.
20. All New Jersey corporations must furnish a Certificate of Incorporation from the Office of the Secretary of State. If a firm is incorporated in a state other than New Jersey, the firm must obtain and furnish a Certificate of Authority to do business from the Office of the Secretary of State prior to receipt of final contract award or utilization as a subcontractor.
21. The ACCVA may terminate the contract with one-hundred eighty (180) days written notice whenever it is deemed by the ACCVA to be in the ACCVA's best interests. In such instances, the ACCVA will assume responsibility for all financial commitments made by the successful Management Company under the contract between the successful Management Company and the ACCVA and made prior to notice of termination.
22. The Management Company will be solely responsible, except as expressly limited herein for the hiring, firing, and directing of employees as it deems necessary to carry out its management and operations function. In addition, the Management Company will be responsible for establishing all terms and conditions of its employees' employment including, but not limited to, establishing wage rates, employee benefits, and work schedules. The ACCVA will not interfere with said function except as specifically required by law.
23. The forms contained in this RFP must be completed with the proposal.
24. The New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150, will be made part of the contract between the ACCVA and the Management Company to the extent that the contract comes within the contemplation of that Act, and the Management Company confirms that it is not listed or are on record in the Office of the Commission of the State of New Jersey Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of the Act.
25. Attention is directed to the Prevailing Wage Rate List and to the applicable provisions of the "The New Jersey Prevailing Wage Act" Chapter 150 of the Laws of 1963 governing the prevailing rates of wage for workers who are employed in this Project. All provisions of said Wage Act and Amendments thereto, will become part of the contract between the ACCVA and the Management Company.

26. The Management Company does, by submitting the proposal, declare to the ACCVA that it is aware of the provisions of said Wage Act with relation to prevailing rates of wages for workers to be employed on this project.
27. The ACCVA reserves the right to reject all proposals with no liability for any cost incurred by the firms submitting the proposals. The ACCVA has the right to terminate or suspend this RFP at any time.

Checklist

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Executive Order 117 Disclosure and Certifications	
<input type="checkbox"/>	Proof of New Jersey Business Registration	
<input type="checkbox"/>	Mandatory Americans with Disabilities Act of 1990 Language/ Compliance	
<input type="checkbox"/>	Mandatory Affirmative Action Language / Compliance	
<input type="checkbox"/>	Table of Contents	
<input type="checkbox"/>	All Submittal Requirements Outlined in Section 3.01	
<input type="checkbox"/>	Consent of Surety (with Power of Attorney for \$1,000,000.00)	

Section 6
Special Notes to Bidders

EXCEPTIONS:

The Bidder shall list the exceptions to these specifications, if any, paragraph by paragraph, in the space provided below. If additional space is needed, please stipulate on your own letterhead, the page and item to which you are making additional exceptions, and attach to your proposal.

Check One:

_____ **No exception taken.**

_____ **Exception(s) taken, as follows:**

SUBCONTRACTORS

If no Subcontractors are to be used, check the appropriate box. If Subcontractor(s) will be used, check the appropriate box and list Subcontractors to the Proposal, in the space below. If additional space is needed, please complete list on your own letterhead and attach to your proposal.

Check One:

_____ **No subcontractors.**

_____ **Subcontractor(s), list as follows:**

Section 7

General Terms and Conditions

The following terms and conditions apply to all contract or purchase agreements made with the Atlantic City Convention Center & Visitors Authority (Authority), unless specifically deleted on the Authority's proposal form.

Bidders are notified by this statement that all terms and conditions shall become a part of any contract(s) or order(s) awarded as a result of this solicitation, whether stated in part, in summary or by reference. In the event a vendor's terms and conditions conflict with the state's, the state's terms and conditions shall prevail.

I. State Law Requiring Mandatory Compliance by all Vendors

Corporate Authority – It is required that all corporations be authorized to do business in the state of New Jersey. Corporations incorporated out of the state must file a Certificate of Authority with the Secretary of State, Department of State, State House, Trenton, New Jersey. Refer to N.J.S.A 12A: 13-3 Chapter 13-3.

Anti-Discrimination – All parties to any contract with the Atlantic City Convention Center Authority agree not to discriminate in employment and agree to abide by all anti-discrimination law including those contained within N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued hereunder.

Ownership Disclosures – Contract's for any work, goods or services cannot be issued to any firm unless prior to or at the time of bid submission, the firm has disclosed the names and addresses of all of its owners holding 10% or more of the firm's stock or interest. Refer to N.J.S.A. 52:25-24.2 1977 Chapter 33.

Compliance – State Laws- It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

II. Terms Governing All Proposals with the Atlantic City Convention & Visitors Authority

2.1 Subcontracting or Assignment - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the written consent of the Authority. Such consent, if granted, shall not relieve the contractor of any of his/her responsibilities under the contract.

In the event that the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attaché for approval

a list of the subcontractors and an itemization of the services to be supplied by the subcontractor.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the Authority.

2.2 Delivery Guarantee – Deliveries shall be made as such time and in such quantities as ordered in strict accordance with conditions contained within the specifications. Delivery shall be made to the Atlantic City Convention Center & Visitors Authority by the successful bidder at the places specified by the Purchasing Agent or duly authorized representative, but in no event, before the issuance of a purchase order to the successful bidder under the terms of the contract so awarded.

The vendor shall deliver all material to the Authority in first class condition, and in accordance with good commercial practice.

Items delivered shall be strictly in accordance with the bid specifications.

In the event delivery of goods or services is not made within the number of days stipulated, or within the schedule defined in the specifications, the Authority may be authorized to obtain the equipment, material or service from any available source; the difference in price, if any, to be paid by the contractor failing to meet the commitments. In addition, if the successful bidder fails to complete delivery within the time stated, said successful bidder shall pay the Atlantic City Convention Center & Visitors Authority, the sum of one hundred dollars (\$100.00) for each day consumed in the completion of the contract awarded hereunder, which may exceed the time allowed for such purpose. Such amounts or sums shall be deemed and taken in all courts to be liquidated damages for nonperformance of the aforesaid contract within the time frame allotted, and not as penalty. The Purchasing Agent of the ACCVA shall determine and certify the amount and sums thus claimed by the Atlantic City Convention Center & Visitors Authority, as such liquidated damages to the Authority's auditor, who shall deduct and retain the same from the monies due or which shall become due under the contract.

2.3 Authority's Right of Final Bid Acceptance – The Authority reserves the right to reject any and all bids, or to award in whole or in part, if deemed to be in the best interest of the Authority to do so. In the case of tie bids, the Authority shall have the authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions.

2.4 Bid Acceptance and Rejections – Pursuant to N.J.A.C. Title 17, Chapter 12, Subchapter 2.4 through 2.5, the terms and conditions defined therein relating to informalities in bidding and automatic rejection of bids shall apply to all proposals and bids.

2.5 Maintenance and Records – The contractor shall maintain records for products and/or services delivered against the contract for a period of seven (7) years from the

date of final payment. Such records shall be made available to the Authority upon request.

III. Terms Relating to Price Quotation

3.1 Price Fluctuation During Contract – All prices quoted shall be firm and not subject to increase during the period of the contract.

3.2 Discounts – Cash discounts for periods of less than 15 days shall not be considered as factors in the award of contracts. Any discount period shall commence on the date the Authority certifies the acceptance of the goods and/or services.

3.3 Tax Charges – The Authority is exempt from state sales or use taxes and federal excise taxes. These taxes shall not be included in the vendor's price quotations.

Section 8
Required Forms

- A. Stockholders Information**
- B. Non-Collusion Affidavit**
- C. Executive Order 117A**
- D. Executive Order 117B**
- E. EO 117 Certification and Disclosure**
- F. New Jersey Business Registration**
- G. Mandatory Equal Employment Opportunity Language**
- H. Americans with Disabilities Act of 1990**
- I. Affirmative Action Compliance Notice**

Stockholders Information

Name of Bidder: _____

**BIDDER SHALL SIGN, COMPLETE AND SUBMIT THIS FORM WITH PROPOSAL.
FAILURE TO DO SO WILL ELIMINATE YOUR PROPOSAL FROM CONSIDERATION.**

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24.2) provides in pertinent part that no partnership or corporation shall be awarded any state contract for the performance of any work or the furnishing of any materials or supplies unless, prior to the receipt of the bid or accompanying the bid of said partnership or corporation, there is submitted a statement containing the following information.

If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.

If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of stockholders who own 10% or more of the stock of any class of that corporation.

Bidder shall complete **one** of the following statements; check appropriate box and sign below.

☐ **Stockholders or Partners owning 10% or more of the company submitting bid**

Signature_____

Name: _____

Home Address: _____

Name: _____

Home Address _____

Name: _____

Home Address: _____

Name: _____

Home Address_____

Name: _____

Home Address _____

Name: _____

Home Address: _____

☐ **No Stockholder or Partner owns 10% or more of the company submitting a bid.**

Signature_____

☐ **An individual who operates as a sole proprietor is submitting bid.**

Signature_____

Non-Collusion Affidavit

ATTENTION: THIS FORM MUST BE NOTARIZED

COMPLETE, SIGN, NOTARIZE AND RETURN THIS FORM WITH YOUR BID PROPOSAL. FAILURE TO DO SO WILL ELIMINATE YOUR PROPOSAL FROM CONSIDERATION.

STATE OF NEW JERSEY:

:

COUNTY OF:

I, _____ 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, _____ of the Firm of _____,
(INSERT TITLE) (INSERT NAME OF FIRM)

The Bidder making the Proposal for the herein project, and that I executed the said Proposal with full authority to do so, that said Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Atlantic City Convention Center & Visitors Authority, rely upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I warrant that no requirement or commitment was made in reference to any political contribution to any party, person, or elected official and that no undisclosed benefits of any kind were promised to anyone connected with Atlantic City Convention Center & Visitors Authority, Casino Reinvestment Development Authority, any other entity with a member who is involved in the evaluation process or any political party in reference hereto.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract 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 Bidder.

I further warrant and represent that I have never admitted, acknowledged or been convicted of payment of kickbacks or unlawful gifts to any government official or employee for which conduct the State of New Jersey deems me disqualified from doing business with the Atlantic City Convention Center & Visitors Authority under such circumstances.

RFP for Management of Atlantic City Convention Center, Historic Boardwalk Hall & West Hall

I also understand that the above disqualification does not apply to any vendor who cooperates with the prosecution and give supporting testimony on behalf of the prosecution in the course of a judicial inquiry.

Signature of Affiant (Bidder)

Print or Type Name of Affiant (Bidder)

Sworn to and subscribed before me _____
NOTARY PUBLIC SIGNATURE

This _____ day of _____ 20____.

NOTARY SEAL My Commission expires _____

Executive Order 117A

IMPORTANT NOTICE

NEW “PAY-TO-PLAY” RESTRICTIONS TO TAKE EFFECT NOVEMBER 15, 2008

Governor Jon S. Corzine recently signed Executive Order No. 117, which is designed to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 (“Chapter 51”), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

1. The definition of “business entity” is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
 - Officers of corporations and professional services corporations, with the term “officer” being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
 - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term “partner” being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1); and
 - Spouses, civil union partners, and resident children of officers, partners, LLC members and persons owning or controlling 10% or more of a corporation's stock are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.
2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

Executive Order No. 117 applies only to contributions made on or after November 15, 2008, and to contracts executed on or after November 15, 2008.

Updated forms and materials are currently being developed and will be made available on the website as soon as they are available. In the meantime, beginning November 15, 2008, prospective vendors will be required to submit, ***in addition to the currently required Chapter 51 and Chapter 271 forms***, the attached Certification of Compliance with Executive Order No. 117.

**Certification on Behalf of A Company, Partnership or Organization and All Individuals
Whose Contributions are Attributable to the Entity
Pursuant to Executive Order No. 117 (2008)**

I hereby certify as follows:

On or after November 15, 2008, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008) has solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

- a) Any candidate committee and/or election fund of the Governor;
- b) A State political party committee;
- c) A legislative leadership committee;
- d) A county political party committee; or e) A
municipal political party committee.

I certify as an officer or authorized representative of the Company or Organization identified below that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Name of Company, Partnership or Organization:

Signed: _____ **Title:** _____

Print Name: _____ **Date:** _____

(circle one) **(A) The Company, Partnership or Organization is the vendor;**

or

(B) the Company, Partnership or Organization is a Principal (more than 10% ownership or control) of the vendor, a Subsidiary controlled by the vendor, or a Political Organization (e.g., PAC) controlled by the vendor.

**Please note that if the person signing this Certification is not signing on behalf of all individuals whose contributions are attributable to the entity pursuant to Executive Order No.*

117 (2008), each of those individuals will be required to submit a separate individual Certification.

Individual Certification of Compliance with Executive Order No. 117 (2008)

I hereby certify as follows:

On or after November 15, 2008, I have not solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

a) Any candidate committee and/or election fund of the Governor;

b) A State political party committee;

c) A legislative leadership committee;

d) A county political party committee;

or

e) A municipal political party committee.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Signed: _____

Print Name: _____ **Date:** _____

P.L. 2005, Chapter 51, Executive Order 117B

INFORMATION AND INSTRUCTIONS

For Completing The “Two-Year Vendor Certification and Disclosure of Political Contributions” Forms

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued Executive Order 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, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 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 Executive Order No. 117 (“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, the Certification and Disclosure of Political Contributions form (CH51.1R1/21/2009) is valid for a two (2) year period. Thus, if a vendor receives approval on Jan 1, 2009, the certification expiration date would be Dec 31, 2011. 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/EO117 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.**

Prior to the awarding of a contract, the agency should first send an e-mail to CD134@treas.state.nj.us 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 Forms

NOTE: Please refer to the next section, “Useful Definitions for Purposes of Ch. 51 and E.O. 117,” for guidance when completing the forms.

Part 1: VENDOR INFORMATION

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

Business Type -- Select the vendor’s business organization from the list provided.

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.

Part 2: PUBLIC LAW 2005, Chapter 51 / EXECUTIVE ORDER 117 (2008) DUAL CERTIFICATION

Read the following statements and verify that from the period beginning on or after October 15, 2004, no contributions as set forth at subsections 1(a)-(c) have been made by either the vendor or any individual whose contributions are attributable to the vendor pursuant to Executive Order 117 (2008).

NOTE: Contributions made prior to November 15, 2008 are applicable to Chapter 51 only.

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

Check the box at top of page 2 if no reportable contributions have been made by the vendor. If the vendor has no contributions to report, this box must be checked.

Name of Recipient Entity – Enter the full name of the recipient entity. **Address of Recipient Entity** – Enter the recipient entity's street address. **Date of Contribution** – Indicate the date of the contribution.

Amount of Contribution – Enter the amount of the reportable contribution. **Type of Contribution** – Select the type of contribution from the list provided. **Contributor**

Name – Enter the full name of the contributor.

Relationship of Contributor to the Vendor -- Indicate relationship of the contributor to the vendor, e.g. officer or partner of the company, spouse of officer or partner, resident child of officer or partner, 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.

Part 4: CERTIFICATION

Check box A if the person completing the certification and disclosure is doing so on behalf of the vendor and all individuals and/or entities whose contributions are attributable to the vendor.

Check box B if the person completing the certification and disclosure is doing so on behalf of the vendor only.

Check box C if the person completing the certification and disclosure is doing so on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Enter the full name of the person authorized to complete the certification and disclosure, the person's title or position, date and telephone number.

USEFUL DEFINITIONS FOR THE PURPOSES OF Ch. 51 and E.O. 117

- **“Vendor”** means the contracting entity.
- **“Business Entity”** 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 spouse or 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.
- **“Reportable Contributions”** are those contributions, including in-kind contributions, 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.
- **“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).

¹ Contributions 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.

- **“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.

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. Original forms should remain with the Agency and copies should be sent to the Chapter 51 Review Unit.

Questions & Answers

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or Executive Order 117 (2008) may be submitted electronically through the Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/execorder134.htm>. Responses to previous questions are posted on the website, as well as additional reference materials and forms.

NOTE: *The Chapter 51 Q&A on the website **DOES NOT** address the expanded pay-to-play requirements imposed by Executive Order 117. The Chapter 51 Q&A are only applicable to contributions made prior to November 15, 2008. There is a separate, combined Chapter 51/E.O. 117 Q&A section dealing specifically with issues pertaining to contributions made after November 15, 2008, available at <http://www.state.nj.us/treasury/purchase/execorder134.htm#state>.*



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

For AGENCY USE ONLY

General Information

Solicitation, RFP or Contract No. _____ Award Amount _____

Description of Services _____

Agency Contact Information

Agency _____ Contact Person _____

Phone Number _____ Agency Email _____

Part 1: Vendor Information

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

Business Type

- ☐ Corporation ☐ Limited Partnership ☐ Professional Corporation ☐ General Partnership
☐ Limited Liability Company ☐ Sole Proprietorship ☐ Limited Liability Partnership

Address 1 _____ Address 2 _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN _____

Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
 - a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**,
 - (ii) Any State, county, **municipal** political party committee; OR
 - (iii) Any **legislative leadership committee**.
 - b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**, OR
 - (ii) Any State, county or **municipal** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
 - c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**, OR
Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

Part 3: Disclosure of Contributions Made

☐ Check this box if no reportable contributions have been made by the above-named business entity or individual.

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 _____	
Contributor Address _____	
City _____	State _____ Zip _____

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

- (A) ☐ I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).
- (B) ☐ I am certifying on behalf of the above-named business entity only.
- (C) ☐ I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name _____ Print Name _____

Phone Number _____ Date _____

Title/Position _____

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

New Jersey Business Registration

All prospective contractors shall comply with P.L. 2004, c. 57(Chapter 57) requiring all businesses to submit proof of business registration in the state of New Jersey. A copy of the company's Business Registration Certificate, issued by the Department of the Treasury shall be submitted with their proposal.

"New Jersey Business Registration Requirements"

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment to the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et.al.) or subsection e. or f. of section 92 of P.L. 19767, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

Sample of a Valid State of New Jersey Business Registration Certificate

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY// DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
ATLANTIC CITY CONVENTION CENTER AUTHORITY	ATLANTIC CITY CONVENTION & VISITORS	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
000-000-000/000	0000000	
ADDRESS:	ISSUANCE DATE:	
2314 BOARDWALK ATLANTIC CITY NJ 08401	02/19/04	
EFFECTIVE DATE:		
07/01/66		
FORM-BRC(08-01)		

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Mandatory Equal Employment Opportunity Language
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be 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, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 personnel 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 targeted 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**American with Disabilities Act of 1990
Equal Opportunity for Individuals with Disability**

The contractor and the Atlantic City Convention & Visitors Authority (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Signature: _____

Date: _____

Title: _____

Affirmative Action Compliance Notice
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____
SIGNATURE: _____

PRINT NAME: _____
TITLE: _____

DATE: _____

Section 9
Documents Available for Review

A. Facility Floor Plans

B. Historical Financials / Utilization

C. Organizational Charts

D. Ovations Food Service Agreement

E. Union Contracts

Please note that documents will be made available at the pre-proposal conference to be held on August 9, 2012 and will also be made available upon request (if unable to attend the pre-proposal conference).