



**STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF PARKS AND FORESTRY**

**Request for Proposal  
for  
Food and Retail Services  
at  
Liberty State Park**

**Jersey City, Hudson County**

**Release Date: October 19, 2017**

**Mandatory Pre-Bid  
Meeting and Site Visit,  
and Written Question**

**Cut-Off Date: November 2, 2017**

**Bid Submission Due Date: December 4, 2017**

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## **1.0 GENERAL INFORMATION**

### **1.1 Purpose and Intent**

This Request for Proposal (RFP) is issued by the New Jersey Department of Environmental Protection (Department), Division of Parks and Forestry (Division), on behalf of the State of New Jersey (the State). The purpose of this RFP is to solicit proposals from qualified organizations to provide high-quality food and retail services daily at Liberty State Park (Park), Jersey City, Hudson County, New Jersey, a map of which is attached hereto as Exhibit A. The food and retail services are not exclusive to the Park, but the Operator shall have the exclusive use of the Operation Area, defined below.

It is the goal of the State to select an Operator to provide daily food and retail services to the public from three locations, collectively hereinafter known as the Operation Area: 1.) Concession Stand at the Park Office (Concession Stand); 2.) Green Park Playground/Picnic Area, and 3.) the Historic Central Railroad of New Jersey Terminal (CRRNJ Terminal), with the expertise and resources to provide high quality food and retail services at competitive prices. To satisfy this goal, the Department intends to enter into an Operation Agreement with an organization which has the demonstrated financial capacity and experience with food and retail services to operate over the life of the Agreement. The Operator shall, at a minimum, provide:

**Location 1. Concession Stand**

200 Morris Pesin Drive

1. Walk-up food and beverage (non-alcoholic)
2. Retail Service
3. Automated Teller Machine (ATM)

**Location 2. Green Park Playground/Picnic Area**

Freedom Way

1. Hot/cold food and retail services from a mobile unit (seasonal/non-alcoholic)

**Location 3. CRRNJ Terminal**

1 Audrey Zapp Drive

1. Full-service food/beverage (incl. alcoholic beverages)
2. Retail Service
3. ATM

This RFP is in no way limiting the types of food and retail services the successful bidder may provide at the Park. However, alcoholic beverages may only be served at the CRRNJ Terminal as a part of food service. At no time shall the winning bidder offer for sale alcoholic beverages separate from the service of food.

It is expected that in order for the Operator to sell food and beverages at Locations 1 (Concession Stand) and 3 (CRRNJ Terminal), the Operator will have to invest capital into outfitting

the buildings for use. Except explicitly identified in this RFP, bidders should assume that none of the kitchen equipment currently located in Location 1 is in working condition.

The winning bidder shall enter into a seven (7) year Operation Agreement with one option to renew for an additional five-year period for a total of twelve years. A draft Operation Agreement is attached hereto as Exhibit B. The terms are renewable at the sole discretion of the Department, based on the Operator's compliance with the terms and conditions of the Operation Agreement; the Operator's completion of the required Improvements to Locations 1, 2 and 3; the determination that the continued use of the Operation Area is consistent with reasonably anticipated plans for the development or use of the Park by the Department; and the renewal is in the public interest.

As consideration for entering into the Operation Agreement, the successful bidder shall pay the State a yearly fee starting at \$35,000 as an annual fixed fee for the first year, \$70,000 for year two, \$100,000 for year three, \$125,000 for year four, \$150,000 for year five, \$175,000 for year six, and \$200,000 for year seven, plus a percentage of its annual gross receipts. The annual fixed fee shall increase annually by three percent (3%) beginning in year eight (the first year of the renewal term) and will be applied on the anniversary of the Effective Date for each renewal term year. Bidders must propose the percentage of their annual gross receipts that will be paid to the State; the proposed percentage must be at least five percent (5%). The winning bidder shall be the qualified, responsible, and experienced bidder whose proposal is most responsive to the State's goal of providing high quality food and retail services at competitive prices and whose plan provides a realistic means of generating revenue for the State, and other factors.

All bidders shall submit as part of their bid proposals a Management Plan setting out in detail how they propose to provide food and retail services at Liberty State Park.

## **1.2 Background**

**History.** The area that is now Liberty State Park was once a major transportation hub. From the Lenape Indian encampments and European colonization in the mid-1600s through colonial times, the New York Harbor served as an essential transportation corridor. In 1836, coal from the mines of Pennsylvania was first transported here via the Morris Canal, which terminated at what is now the north side of the Park.

With the dawning of the Industrial Revolution, railroads quickly replaced canals as the primary means of transportation for both cargo and people. This site hosted the greatest concentration of freight and commuter rail facilities in the New York Harbor area.

The development of better roadways, tunnels and bridges in and around the metropolitan region and the decline of immigration to the U.S. slowed the railroad activities in the 1950s and brought them to a halt in 1967. In 1968, the CRRNJ Terminal and some of the harbor front properties were purchased with State and federal funds while the City of Jersey City donated 156 acres to help preserve this important piece of American history. On June 14, 1976, the State of New Jersey dedicated Liberty State Park as New Jersey's bicentennial gift to the nation.

Today, Liberty State Park is a green oasis in the heart of the northern New Jersey-New York City metropolitan area. With magnificent views of the New York Harbor, Manhattan skyline, and the Statue of Liberty and Ellis Island National Monuments, Liberty State Park is one of New Jersey's

most dramatic parks. The historic CRRNJ Terminal, the former setting for much of New Jersey's transportation history in the northeastern part of the State, sits prominently at the north end of the Park while the two-mile long promenade, known as Liberty Walk, presents visitors with sweeping views of the Hudson River while connecting picnic/playground areas, the Nature Interpretive Center, Fisherman's Boardwalk, and the natural beach habitat of Caven Point. The 9/11 Empty Sky Memorial, an outdoor performance area, Liberty Landing Marina, and other improvements complete the northern section of the Park, while the western portion is dominated by the state-of-the-art Liberty Science Center.

**Amenities/Attractions.** Liberty State Park, as the most visited State park in New Jersey, receives approximately 4.5 million visitors annually (see Exhibit C for the Estimated Annual Attendance of the Park for Fiscal Year 2013 through Fiscal Year 2017). Located in one of the most densely populated areas of the country, the Park is also the largest public open space in the upper New York Bay and is accessible by multiple modes of transportation including car, ferry, tour bus, public light rail, and pedestrian walkways which connect with downtown Jersey City, and the Greenville and Bergen/Lafayette neighborhoods of New Jersey's second largest city. The two main entrance roads, Morris Pesin Drive and Audrey Zapp Drive, direct visitors to either the north or south end of the Park, with Freedom Way as the main north-south connecting road. Parking is available at each of the three Operation Area locations identified in this RFP.

The Park encompasses 1,212 acres, of which approximately 300 acres is currently open to the public. Within the Park, Liberty Walk is over two miles long with views of the Statue of Liberty, Ellis Island, and the New York Skyline. The 88-acre Green Park has wildflower meadows, open lawns, playgrounds with restroom facilities, parking lots, plazas, and a network of paved pathways. Wide, expansive open fields provide spaces for kite flying, casual ball playing, and large-scale special events. An impressive display of the nation's fifty state flags lines the median of Freedom Way. A public boat launch offers visitors an opportunity to enjoy the miles of shoreline and open waters surrounding Liberty State Park.

The Park also contains the Liberty Science Center, a non-profit science and technology museum, with the nation's largest IMAX dome-screen theater. The 500-slip Liberty Landing Marina, and Liberty House and Maritime Parc restaurants are privately operated facilities within the Park. Finally, Liberty State Park is home to the only departure point in New Jersey for ferries to take visitors to the Statue of Liberty and Ellis Island National Monument. An estimated 1,000,000 visitors per year from all over the world purchase tickets at the CRRNJ Terminal and ride the ferries to the national monuments.

Liberty State Park is open daily from 6:00 a.m. to 10:00 p.m.

### **1.3 Required Services**

#### **1.3.1 Food Service Requirements**

Regardless of the location of the food service, whether in stationary locations or mobile unit, the food and beverages sold, including grab-n-go and food prepared onsite or elsewhere and brought onsite, shall be of a high quality and prepared in a healthy way. Such food offerings must be consistent with the most recent Dietary Guidelines published by United States Department of Agriculture's Center for Nutrition Policy and Promotion (<http://www.cnpp.usda.gov/DietaryGuidelines.htm>).

Bidders are strongly encouraged to read and consider the National Parks Services' Healthy Food Strategy tools and information entitled *Food for the Parks: Case Studies of Sustainable Foods* and *Food for the Parks: A Roadmap to Success Toolkit* that can be found at <https://concessions.nps.gov/docs/concessioner%20tools/FoodforParksRoadmapReport.pdf>. Food selections may not be served until approved by the Department in writing.

**Alcohol License.** The Operator shall be allowed to secure an Annual State Permit from the New Jersey Division of Alcoholic Beverage Control, for the service and consumption of alcoholic beverages, only at Location 3 (CRRNJ Terminal), as long as the sales of alcoholic beverages are only made as part of the service of food. See Section 1.4.3 for further information.

The service of food and beverages, both non-alcoholic and alcoholic, may **not** be subcontracted out except for the mobile unit at Location 2 which may be subcontracted out with the Department's prior approval.

### **1.3.2 Retail Service Requirements**

The Operator shall provide for sale to the public retail merchandise such as basic sundries and gifts to meet the needs and expectations of Park patrons. Suggested items include apparel, New Jersey themed souvenirs, Liberty State Park branded souvenirs, immigration and nature oriented or educational products, recyclable and/or recycled content products, home décor, gifts, picnic and recreation equipment, publication books, and media in Locations 1 and 3, and sunglasses, sunblock, charcoal, a variety of balls, etc. for Location 2. The Department recommends respondents conduct their own research to ascertain market conditions to present products to be offered.

All retail merchandise items shall be of a high quality, related to Liberty State Park, outdoor recreation, and the location of the Park (in or near the Statute of Liberty, Ellis Island, Jersey City, New Jersey, New York City, etc.), and shall be tasteful and family-oriented. Retail merchandise items should be ones desired by the general public and of a current trend. Retail merchandise should be turned over at such a rate as to keep the most desired merchandise available to the public and to keep sales at a brisk rate.

All items for sale must be approved in writing by the Department. All pricing must be posted and visible to the public.

The retail service may be subcontracted out.

### **1.3.3 Automated Teller Machines (ATMs)**

ATMs shall be provided by the Operator to provide withdrawal of cash from checking or savings accounts held at any United States based financial institution. ATMs shall not have any branding or logos other than for the financial institution supporting the ATM. All ATMs shall have a look that complements the Park. The ATMs shall be clean, have lighting for nighttime use, have appropriate security, and be in good working order. Each machine shall conspicuously display contact information for customers in the event of a service issue related to malfunctions of the ATM, and shall conspicuously display all service fees.

The requirement to install and maintain ATMs may be subcontracted out.

## 1.4 The Operation Area

### 1.4.1 Location 1. Concession Stand

The Concession Stand is adjacent to the Park Administration Office which is located at 200 Morris Pesin Drive. The building is a single-story structure built above an elevated crawl space. The building was originally constructed in the 1970s and renovated in 2001. Nearby there is free public parking for over 600 vehicles. The Concession Stand is also near the playground/picnic area. The Concession Stand includes a kitchen with a flat stovetop griddle, vent hoods, walk-in refrigerator and freezer, three storage rooms, janitorial closet, staff restroom, and dividers for up to eight customer service lines. The building is serviced by natural gas, electricity, water, and cable telecommunications. However, bidders should anticipate that none of the equipment works when preparing their bids. The total interior space measures approximately 1,330 square feet with an additional 1,300 square feet of patio space. A floor plan and photographs of the outside and interior space are at Exhibit D.

The Concession Stand last operated in the summer of 2012. On October 29, 2012, Liberty State Park suffered damage from Superstorm Sandy. While the Concession Stand itself received minimal damage to the exterior and no floodwaters entered the facility, other sections of the Park required many months of restoration before the Park could open to the public in its entirety. As a result, the Concession Stand remained vacant. The current premise is being used for Park storage. The contents, with the exception of the food service equipment, will be removed upon the award of the Operation Agreement.

Previously the Concession Stand operated on a seasonal basis and was winterized by Park staff each year. However, because the Park is open year-round, the Operator shall operate year-round at this location. This requires the Operator to make capital improvements to the Concession Stand as there is currently no heat or air conditioning (HVAC) at this location. See Section 1.11 Improvements, below, for the Immediate and Renewal Improvements that must be made at Location 1. Additionally, the Operator is responsible for obtaining the Occupancy Limit from the Fire Marshall and any and all other permits required to operate the Concession Stand.

**Kitchen Equipment.** The equipment, including the walk-in freezer and refrigerator, warming drawer, two deep fryers (w/ two baskets each), a flat top electric grill, a small refrigerator, a three-bay preparation sink with a grease interceptor, an ice machine, and an electric convection oven, in Location 1 belongs to the Park. However, the equipment is old and has not been used in a number of years. Bidders should consider the equipment as non-functioning when preparing their bids. If the Operator wishes to use the kitchen, the Operator shall outfit the kitchen at Operator's sole expense.

**Food and Beverage (non-alcoholic).** The selected Operator shall provide food and beverage service at this location with high quality, fresh, healthy food choices. Bidders are encouraged to propose creative approaches to menu design and pricing and will be expected to implement customer service mechanisms that will enhance and maintain the satisfaction of Park patrons. In addition, the Operator will provide the personal property items, as defined below in Section 2.0, needed to provide food and retail services in Location 1.

**Retail Service.** The selected Operator shall offer retail merchandise for sale at this location.



**ATM.** The Operator shall also install, operate, and service one or more automated teller machine(s) (ATM) at this location. The ATM shall be available to park patrons from 6 a.m. to 10 p.m. daily and meet the requirements of Section 1.3.3.

**Days and Times of Operation.** The Concession Stand shall be open from the Saturday before Memorial Day through Labor Day, daily, from 9:00 a.m. to 5:00 p.m., and from the day after Labor Day through the Friday before Memorial Day weekend, daily, from 10:00 a.m. to 3:30 p.m. The hours may be increased upon written request and with the written approval of the Park Superintendent.

#### **1.4.2. Location 2. Green Park Playground/Picnic Area**

Named unofficially as the “Green Park” section of Liberty State Park and located along Freedom Way, this location features one of the largest playgrounds and picnic areas in the region. As a popular destination for visitors to the Park, the facility is often filled to capacity on weekends and holidays during the summer months, and is much used in the spring and fall. Offering sweeping views of the harbor including the Empire State Building, Freedom Tower, Ellis Island, Statue of Liberty, and the Verrazano Narrows, this site is located in the middle of Liberty State Park. Because this location is quite a distance from the other locations, food and retail services must be offered here. See Exhibit E for photographs of the area.

**Food and Beverage (non-alcoholic sales) – Mobile Unit.** The Operator shall provide food and beverages at this location operating from a self-contained mobile unit sufficient to provide daily service from May 1 through October 1. The Department prefers for the mobile unit to be a food truck, however, bidders may offer a different option in their proposals. The Operator will have the use of the kitchen facilities at Location 1 (Concession Stand) to prepare food and beverages for the self-contained mobile unit at Location 2. The mobile unit must be removed from the location on a daily basis as there is no way to secure the mobile unit at this location. Additionally, there is no storage available at this location.

The Operator will be required to install an asphalt pad for the mobile unit as an Immediate Improvement under Section 1.11 Improvements.

**Retail Service.** The selected Operator shall also offer retail merchandise for sale at this location.

**Days and Hours of Operation – Mobile Unit.** The Mobile Unit shall be open from May 1 through October 1, daily, from 10:00 a.m. to 5:00 p.m. The hours may be increased upon written request and with the written approval of the Park Superintendent.

#### **1.4.3 Location 3. CRRNJ Terminal**

The historic CRRNJ Terminal sits prominently along the Hudson River waterfront at the north end of Liberty State Park at 1 Audrey Zapp Drive. Listed on the New Jersey and National Registers of Historic Places, the architectural marvel of the CRRNJ Terminal and surrounding train shed complex are the last vestiges of the huge harborside railroad development of the Jersey City shoreline of the nineteenth and twentieth centuries and stand as lasting reminders of New Jersey’s rich transportation and immigration history.

Completed in 1889 by the firm Peabody and Stearns, the Richardsonian Romanesque style building with brick façade, wrought iron trusses, slate roof, and impressive clock tower is a grand sight throughout the harbor and visible from across lower Manhattan. The three-story interior with glazed brick, balconies, and exposed iron trusses has been well-preserved. Today, the Terminal is a restored public space serving as visitor center, exhibition hall, staff offices, archival library, and special events space. The building has also been modernized with electricity, water, public restrooms, HVAC, and fiber optic telecommunications infrastructure. Liberty State Park staff, along with the New Jersey Division of Travel and Tourism, operate the official New Jersey Welcome Center providing travelers with information about the region's attractions. A popular destination for local residents, regional travelers, and international tourists, visitors may also purchase tickets in the CRRNJ Terminal for ferries to the Statue of Liberty and Ellis Island National Monuments. There is an expansive concourse located between the CRRNJ Terminal and the CRRNJ Train Sheds as well as a well-lit, covered Waiting Room inside the CRRNJ Terminal. Also inside the CRRNJ Terminal, and identified as the primary café space, is approximately 3,450 square feet of vacant space available to the Operator for food and retail services.

This opportunity requires the Operator to design and outfit the interior space, and operate food and retail services in Room 103 (approx. 2,095 square feet) and Room 107 (approx. 1,355 square feet) identified on the first floor of the CRRNJ Terminal. Additionally, the Operator shall have space outside the CRRNJ Terminal on the Hudson walkway for tables and chairs (see Exhibit F). The interior space, which historically operated as a café for CRRNJ train passengers, offers convenient access to the Hudson River side entrance, the CRRNJ Terminal concourse area, and interior access to the Waiting Room. Room 103, with its large windows providing direct views of the Hudson River and lower Manhattan, is intended as the main dining space for the café and retail service with Room 107 serving as back-of-house operations. The space currently has two sinks, HVAC, electricity, and doublewide doors for ease of load-in/out. Original exposed brick, woodwork, tall ceiling heights, and non-slip rubber flooring complete the space and make it ideal for food service. Despite the presence of non-slip flooring, the Operator will be required to install flood resistant flooring in Location 3 in order for the Department to consider a renewal of the Operation Agreement. The Operator will also be required to install, for consideration of the renewal, walls, gates, and/or other means of hiding, camouflaging, or beautifying the dumpster that will be located near Location 3 for the Operator's use. See Section 1.11 Improvements, for more information.

The Operator shall obtain any and all permits, including the Occupancy Limit from the New Jersey State Fire Marshall, in order to operate at this location.

**NOTE: Certain modifications to the CRRNJ Terminal must be in compliance with the New Jersey Register of Historic Places and the National Register of Historic Places. It is anticipated that the Operator will outfit the space and not require modifications to the space requiring the approval of the New Jersey Historic Preservation Office.**

**Food and Beverage (including alcohol sales).** The selected Operator will provide food and beverage service at this location with high quality, fresh, healthy food and beverage choices. Kitchen facilities are not permitted at this location (i.e., no open flame, no hood, and no dishwasher); however, the Operator will have the option to utilize the kitchen facilities located at Location 1 for food preparation for Location 3. The Operator will provide the personal property items, as defined below in Section 2.0, needed to provide food service in Location 1.

**Alcoholic Beverages.** The Operator shall be allowed to secure an Annual State Permit from the New Jersey Division of Alcoholic Beverage Control, for the service and consumption of alcoholic beverages. Because this is State-owned land, the successful bidder must obtain the license from the New Jersey Division of Alcoholic Beverage Control and not from the local municipality. If the Operator obtains an Annual State Permit from the New Jersey Division of Alcoholic Beverage Control, it will be required to directly provide the alcoholic beverages and will not be permitted to enter into a subcontract for this operation. Additionally, the service and consumption of alcoholic beverages will only be allowed at the CRRNJ Terminal location at the sole discretion of the Department. Bidders should note that the sale of alcoholic beverages in the CRRNJ Terminal is exclusive to the locations identified within and immediately outside the CRRNJ Terminal building, but not to the other locations within the CRRNJ Terminal or other locations within Liberty State Park. Any tenant or permittee who is renting other facilities/rooms in the Terminal, or a permittee using another part of the Park, has the right to hire an alcohol and/or food vendor of the tenant's or permittee's choice.

It is the intent of the Department that alcoholic beverage service be associated with the service of food and, therefore, bar service is precluded; that is, the purchase or offering on an alcoholic beverage must be made in conjunction with a food purchase. Nothing in this RFP or any of the attachments hereto shall be construed as a guarantee that the successful bidder will obtain a liquor license from the New Jersey Division of Alcoholic Beverage Control. The successful bidder is expected to perform under this RFP regardless of its ability to obtain a liquor license. Failure to obtain a liquor license does not negate or void this RFP or the resulting Operation Agreement. The Operator will include an 'Alcohol Control Plan' with its ABC application, and submit the application for review and approval of the Division of Parks and Forestry through the Park Superintendent prior to submitting the application to the Division of Alcoholic Beverage Control. The Alcohol Control Plan will include, but not be limited to, the types of beverages, alcohol by volume for each type of beverage, pricing, drink sizes, cup sizes, sales per person, sales per transaction, bartender and server training and certification(s), hours of serving, security plan, allowable consumption area, and related alcohol management issues.

**Retail Service.** The selected Operator shall present retail merchandise for sale at this location.

**ATM.** The Operator shall also install, operate, and service one or more automated teller machine(s) (ATM) at this location. The ATM shall be available to park patrons during Days and Time of Operation and meet the requirements of Section 1.3.3.

**Days and Times of Operation – Food and Retail Services and ATM.** The Operator will serve food and beverages, sell retail merchandise, and provide access to an ATM from the Saturday before Memorial Day through Labor Day, daily, from 9:00 a.m. to 5:00 p.m., and from the day after Labor Day through the Friday before Memorial Day weekend, daily, from 10:00 a.m. to 3:30 p.m. The hours may be increased upon written request and with the written approval of the Park Superintendent.

## **1.5 Personal Property**

The Operator shall be solely responsible for providing all food, beverages, ATMs, equipment, tables, chairs, linens, china, glassware, silverware, a mobile unit, retail items for sale, and other such

personal property (as defined below) necessary to operate food and retail services under this RFP. The Department shall not provide any of these items to the Operator.

Prior to the Operation Agreement being signed, the successful bidder shall provide a list of all items that are personal property that shall not become a part of the Department's property. The list of personal property items shall be attached as an exhibit to the Operation Agreement.

## **1.6 Signage**

With Department approval of location, size, material and design, the Operator may place signs at the entrance to the Park and place such permanent and semi-permanent signs as detailed in the Operator's bid and at Operator's sole expense.

## **1.7 Emergency Closures**

Access to Liberty State Park may be restricted during the normal Atlantic Hurricane season of June 1 through November 30 as storms may force the closure of the Park. In addition, the Park may be closed due to other State Emergencies. If the Park is closed, whether for a State Emergency or storm, or for any other reason, including a State Shut-Down, the Department is not responsible for any damages resulting from such closures or for any storm damage to Operator's personal property. The Department is not responsible for ensuring the roads are passable or open to the Operator. The Department is not responsible for damages resulting from reductions or disruptions of utilities (electric, water, wastewater) due to weather, vandalism, terrorism, or similar exigent circumstances.

## **1.8 Utilities**

The Department has no historical data about the actual costs of the utilities for the Operation Area. The buildings have undergone damage and repair with some upgrades due to Superstorm Sandy and/or have not been used in a number of years. The Department shall be responsible for only those utilities, utility systems, and repairs as outlined below.

### **(i) Location 1 - Electricity**

The electricity is on a separate meter for the Concession Stand. The Operator shall be responsible for the Operator's use of electricity at the Operator's sole expense. The electricity is provided by Public Service Electric & Gas.

### **(ii) Location 1 – Sewer and water**

Prior to the start of operations at Location 1, the Operator will be responsible for the installation of a meter for the water to separate the usage from the Park Office at the Operator's sole expense. The Operator will also be responsible for plumbing services to disconnect the hot water supply into Location 1 from the Park Office hot water heater and install a hot water heater for the Operator's use at Location 1 at the Operator's sole expense. These installations are a part of the Immediate Improvements that are required under Section 1.11, Improvements, below. The Operator shall be responsible for the Operator's use of water and sewer at the Operator's sole expense. The Park will read the meter and bill the Operator each month for its

proportionate share of the water and sewer costs incurred. These costs are in addition to the flat and variable fees required to be paid by the Operator to the Department.

(iii) Location 1 – Heating and Air Conditioning

There is no heat or air conditioning in Location 1. Every year the building is winterized by November 1 by the Park staff. Because the Operator is required to provide food and retail services throughout the year, the successful bidder shall install heat in Location 1 as the Renewal Improvements that are required for consideration of a renewal of the Agreement under Section 1.11 Improvements, below. Additionally, the exterior water pipes shall be insulated, and the roll up doors replaced with energy-efficient windows that can withstand New Jersey winters. The Operator shall undertake any additional improvements in Location 1 that is required so the Concession Stand can operate during the winter. The successful bidder may also install air conditioning. Any heat or air conditioning shall be installed, maintained, and repaired at Operator's sole expense.

Electricity and natural gas are available to the Operator at this location. The natural gas pipe is located near the Concession Stand and does not currently run to the Concession Stand. The Operator is responsible for service connections and payment for service.

(iv) Location 1 - Grease Collection System

There is a three bay sink in the kitchen with a grease separator. The grease container must be cleaned out at least twice a year, or more often depending on proper use and maintenance. The Operator shall not pour grease down the sink. The Operator shall be responsible at the Operator's sole expense for the maintenance and repair of the plumbing system.

(v) Location 3 - Heating, Air Conditioning, Water, Sewer, and Electricity

The Park shall provide the heat, air conditioning, water, sewer, and electricity at Location 3, but will bill the Operator separately each month for the costs. Initial billings shall be based upon the square footage of Location 3. These costs are in addition to the flat and variable fees required to be paid by the Operator to the Department.

The Operator shall be responsible, at the Operator's sole expense, to install a subpanel for the electricity (outlets and lights) for Rooms 103 and 107. This installation is an Immediate Improvement required under Section 1.11, Improvements.

(vi) Location 3 – Fire Suppression

The Department shall maintain the fire suppression system throughout the CRRNJ Terminal, including throughout Location 3, at the Department's cost and expense.

(vii) All Locations - Communications

There are landline-based telephone wires running through the Park. At Location 1, the provider is Comcast, at Location 2, it is Verizon, and at Location 3, the provider is Verizon

FIOS. The Operator may choose to make use of the existing lines by contacting Verizon or Comcast, depending on the location, to obtain service. Regardless of whether Operator chooses to use the landline telephone wires, Operator shall be solely responsible for Operator's telephone, cellular, internet, or other communications service(s) and obtaining telephone(s), computer(s) and other equipment at Operator's sole expense.

## **1.9 Maintenance; Trash Removal**

The Operator shall be required to perform routine maintenance and repairs of the Operation Area, except that the Park will be responsible for maintaining the existing HVAC and heating systems, fire suppression system, and fire alarms in Location 3. Upon installation of heat in Location 1, the Operator will be responsible for maintaining that heating system. The Operator shall be responsible for maintenance and repairs of the Operation Area at Operator's sole expense. Notification of all repairs shall be made to the Park Office. The Park Office will provide contact information for notification of repairs.

The Operator shall ensure that the Operational Area is thoroughly clean at all times and especially just prior to closing.

The Operator shall be responsible for pest control at the Operation Area at the Operator's sole expense.

The Operator shall be solely responsible for trash removal from the Operation Area at Operator's sole expense. Trash shall be bagged by the Operator and placed in a dumpster or dumpster(s) in an area(s) designated by the Park Superintendent. The Operator shall participate in and comply with all applicable recycling programs in effect in Jersey City and/or Hudson County as directed by the Park Superintendent.

## **1.10 Security**

The Operator shall be solely responsible for security of the Operation Area under Operator's control in Locations 1 and 3 against burglary, theft, vandalism and unauthorized entry, at Operator's sole expense. The Operator shall call 1-877-WARN-DEP (877-927-6337) whenever any illegal activity has occurred. The Operator will be allowed to install an alarm system at Location 1. The CRRNJ Terminal building has a single alarm system for the entire building, but the Operator may choose to install an alarm system for the interior of Rooms 103 and 107. If the Operator chooses to install an alarm system or systems, the Operator shall provide the Department with the security code(s).

Any injury and/or accident that occurs at the Operation Area requiring medical intervention of which the Operator is notified, the Operator shall make a report to the Department immediately by calling 1-877-WARN DEP (1-877-927-6337) and in writing within one (1) day of the incident by sending a report to the Department at the address in the Operation Agreement and by sending an email to the Superintendent.

## 1.11 Improvements

The Operator is required to make certain Immediate Improvements, may choose to make other permanent and semi-permanent immediate improvements to the Operation Area, and is required to make certain Improvements in order for the Department to consider the renewal of the Agreement at the end of the initial term.

The Operator shall be responsible to obtain and pay for all necessary permits for improvements at Locations 1, 2, and 3 and shall pay Prevailing Wage for all construction projects. See section 5.6, Prevailing Wage Act, for further information. The contractor must comply with the New Jersey Uniform Construction Code and the latest National Electric Code NEC70, Building Officials Code Administrators International B.O.C.A. Basic Building code, OSHA, and all applicable codes for this requirement.

**Immediate Improvements.** The Operator is required to make certain immediate improvements but may also choose to make other permanent and semi-permanent improvements to the Operation Area. The following Improvements are **required** to be made by the Operator **during the first year of the Operation Agreement** as follows:

Location 1:

- 1.) installation of a meter on the water line; and
- 2.) installation of a water heater.

Location 2:

- 1.) installation of an asphalt pad of approximately 100 feet x 20 feet for the mobile unit at a location determined by the Park Superintendent.

Location 3:

- 1.) installation of a subpanel for the electricity use (outlets and lights) in Rooms 103 and 107.

Bidders should list and explain the **optional** immediate improvements the bidder would like to make to each structure as a part of the bidder's proposal. All immediate improvements made to or added to Locations 1, 2, and 3 shall be maintained and repaired by the Operator at the Operator's sole expenses but shall become the property of the Department at the end or termination of the Operation Agreement. The Department is not be responsible for optional improvements in the event the Operator not undertake them.

**Renewal Improvements.** In order for the Department to consider whether to renew the Operation Agreement at the end of the initial term, Operator must have received the funds for and completed the improvements that have been approved by the Department during the initial term. The Department has identified Improvements that will be considered when determining whether to renew the Agreement as follows:

- 1.) installation of a heating system, an increase in the power supply, installation of insulation of the exterior pipes, new energy-efficient windows to replace the roll-up doors, etc. at Location 1 so it can be used year-round by the Operator;
- 2.) installation of flood resistant flooring in Location 3; and

- 3.) installation of walls, gate, and/or other means of hiding, camouflaging, or beautifying the dumpster area near Location 3.

Operator may propose an alternative improvement(s) that may be eligible to renew the Operation Agreement; however, it is in the Department's sole discretion whether to accept that project(s) as meeting the term of the Operating Agreement for the renewal. Regardless of which Improvement project(s) Operator undertakes, Operator must receive approval from the Department for the construction by year two, begin construction by year three, and complete the construction by year four of the Agreement. All renewal improvements made to or added to the Operation Area shall be maintained and repaired by the Operator at the Operator's sole expense but shall become the property of the Department at the end or termination of the Operation Agreement. The Department is not be responsible for these improvements in the event the Operator does not undertake them.

### **1.12 Revenue; Audits**

The successful bidder will be required to deposit all revenue (cash, checks, credit cards, etc.) into a single bank account, maintained at a bank located within the State of New Jersey and maintained solely for the Liberty State Park activities, and through which all financial transactions (including but not limited to deposits, withdrawals, and purchases) must pass.

The successful bidder will be required to provide yearly audited Financial Statements conforming to generally accepted accounting principles provided with the audit report of the Independent Certified Public Accounting Firm stating the financial statements present fairly in all material respects the financial position of the company and the results of operations are in conformity with the applicable financial reporting framework. The opinion must not be a qualified opinion and an adverse opinion will not be accepted. Financial statement compilations, financial statement reviews, or any other lower level of financial statements will not be accepted in lieu of an audit.

### **1.13 Key Events**

The winning bidder shall meet with members of the Department within seven (7) days of the proposal award to sign the Operation Agreement. The winning bidder must be prepared to assume full operation of the Operation Area at Locations 1 and 3 within ninety (90) days of the date of the Agreement, and at Location 2 by no later than May 1.

#### **1.13.1 Questions and Inquiries**

The Department will accept questions and inquiries from all potential bidders receiving this RFP. No oral communication is permitted. Questions shall be submitted in writing only, via mail or email, to the Department at the following address:

Department of Environmental Protection  
Office of Leases and Concessions  
Attention: George Chidley, Manager  
Mail Code 501-04C  
P.O. Box 420  
Trenton, NJ 08625-0420



Send email to:

[officeofleases@dep.nj.gov](mailto:officeofleases@dep.nj.gov)

#### **1.13.1.1 Submission Cut-Off Date**

The cut-off date for the submission of questions shall be the date of the Mandatory Pre-Bid Meeting and Site Visit (“Meeting”), details of which are set forth in Section 1.13.2, below. While all questions will be entertained at the Meeting, it is strongly urged that questions be submitted in writing prior to the Meeting. Written questions must be delivered to the Manager of the Office of Leases and Concessions as per Section 1.13.1, above. It is requested that bidders with long, complex, or multiple-part questions submit them in writing as far in advance as possible, in order for the Department to prepare answers by the time of the Meeting.

#### **1.13.1.2 Question Protocol**

Questions should be submitted in writing to the attention of the Manager of the Office of Leases and Concessions. Written questions should be directly tied to the RFP. Questions should be asked in consecutive order, from beginning to end, following the organization of this RFP. Each question should begin by referencing the RFP page number and the section number to which it relates.

Brief procedural inquiries may be accepted over the telephone by the Office of Leases and Concessions. However, oral explanations or instructions given over the phone shall not be binding upon the State. Bidders shall not contact Liberty State Park, the Division of Parks and Forestry, or any other branch of the Department directly, in person or by telephone, concerning this RFP.

#### **1.13.2 Mandatory Pre-Bid Meeting and Site Visit**

A Mandatory Pre-Bid Meeting and Site Visit (“Meeting”) has been scheduled for this procurement. The Meeting will be held at the Liberty State Park Office, on **Thursday, November 2, 2017** at 11 a.m. The Park Office is approximately three miles into the Park on the left-hand side with flags at the roadside.

The purpose of the Meeting is to provide a structured and formal opportunity for the Department to accept questions from bidders regarding this RFP. The Meeting also will provide bidders with an opportunity to view the Operation Area.

**NOTE:** A proposal from a bidder that does not attend or fails to properly register at the Meeting shall be rejected automatically.

Any revisions to the RFP resulting from the Meeting will be formalized and distributed to attendees as written addendum to the RFP. Answers to deferred questions also will be distributed to attendees as written addendum to this RFP. Addenda shall be consecutively numbered, e.g., Addendum No. 1, Addendum No. 2, etc.

## **1.14 Additional Information**

### **1.14.1 Revisions to the RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

- i. Any addendum issued before the Meeting (see Section 1.13.2) will be posted on the Office of Leases and Concessions website:

[http://www.nj.gov/dep/parksandforests/parks/business\\_ops/current\\_leases.htm](http://www.nj.gov/dep/parksandforests/parks/business_ops/current_leases.htm), and

- ii. Any addendum issued at the time of or after the Meeting will be distributed only to those bidders who attended and properly registered at the Meeting.

### **1.14.2 Addendum as Part of the RFP**

Any addendum to this RFP shall become part of this RFP, as well as part of any agreement resulting from the RFP.

### **1.14.3 Issuing Office**

This RFP is issued by the New Jersey Department of Environmental Protection, Office of Leases and Concessions. The Manager is the sole point of contact between the bidder and the Department for purposes of this RFP.

### **1.14.4 Bidder Responsibility**

The bidder assumes sole responsibility for the complete effort required by this RFP. No special consideration shall be given after proposals are opened because of a bidder's failure to be knowledgeable of and about all the requirements of the RFP. By submitting a proposal in response to this RFP, each bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP. The bidder further represents that it has made its own calculations, based on the information provided and its own research and experience, of costs, expenses, and revenues, for which the Department bears no liability.

### **1.14.5 Cost Liability**

The State assumes no responsibility and bears no liability for costs incurred by bidders in the preparation of proposals in response to this RFP. Furthermore, the Department does not warrant or guarantee any current or future revenues that may be generated from the food and retail services at Liberty State Park.

### **1.14.6 Contents of Proposal**

The entire content of every proposal that is opened and read shall become a public record, notwithstanding any statement to the contrary made by a bidder in its proposal. As public records, all proposals are available for public inspection. Interested parties may schedule an appointment with

the Manager to inspect proposals received in response to this RFP and may also make records request pursuant to the Open Public Records Act.

#### **1.14.7 Bid and Performance Security**

Neither bid nor performance security is required.

#### **1.14.8 Price Alteration**

Bid prices must be typed or written in ink. Any price change, including “white-outs,” must be initialed by the bidder. Failure to initial price changes may preclude an award from being made to a bidder.

#### **1.14.9 Causes for Rejection**

In addition to the reasons for rejection of bid proposals mentioned throughout this RFP, proposals shall be rejected for any or all of the following reasons:

- a. The bidder is not authorized to do business in the State of New Jersey;
- b. The proposal is not responsive to the RFP;
- c. The Department has determined there is an actual or perceived conflict of interest;
- d. Bidder has failed to include any required information with the submittal;
- e. Bidder has failed to disclose a potential conflict of interest;
- f. The Department has determined there are false or misleading statements in the submittal;
- g. Bidder has not provided a valid New Jersey Business Registration Certificate.

## **2.0 DEFINITIONS**

The following definitions shall be part of any agreement executed as a result of this RFP:

- a. “Bidder” shall mean an organization that submits a proposal in response to this Request for Proposal.
- b. “Commissioner” shall mean the Commissioner of the New Jersey Department of Environmental Protection.
- c. “Department” or “the State” shall mean the State of New Jersey, Department of Environmental Protection.
- d. “Division” shall mean the Division of Parks and Forestry.

- e. "Evaluation Committee" shall mean a committee established by the Department to review and evaluate proposals submitted in response to this Request for Proposal and to recommend a proposal award.
- f. "Events" shall mean the serving of food and drink at events wherein admittance is by invitation or ticket and includes, but is not limited to, events such as wedding receptions, bar/bat mitzvahs, retirement parties, holiday parties, non-profit fundraisers, for-profit marketing events, conferences, and other such events where private individuals or businesses procure such services from a vendor.
- g. "Food service" shall mean the service of food and beverages at the Operation Area in Liberty State Park, including prepared food and beverages, grab-n-go food and beverages, and food and beverages offered through a mobile unit, in the Park. "Food service" shall also mean the onsite preparation of food and beverages at Locations 1 and 3.
- h. "Improvements" shall mean any renovations, changes, alterations, modifications, retro-fittings, replacements, upgrades, additions, out-fittings, and the like, including any and all woodwork, fixtures, hardware, wiring, pipes, and appurtenances that are a part of the improvements, but shall not mean personal property. Improvements shall also mean the re-building of any building due to damage to the building or the building of any new structure.
- i. "Liberty State Park" or "Park" shall mean the State Park located in the City of Jersey City, County of Hudson, State of New Jersey.
- j. "Manager" shall mean the Manager of the Office of Leases and Concessions.
- k. "Meeting" shall mean the Mandatory Pre-Bid Meeting and Site Visit.
- l. "Office" shall mean the Office of Leases and Concessions.
- m. "Operation Agreement" shall mean the written agreement resulting from this Request for Proposal and executed by the New Jersey Department of Environmental Protection and the winning bidder.
- n. "Operator" shall mean the winning bidder to this Request for Proposal that enters into an Operation Agreement with the New Jersey Department of Environmental Protection.
- o. "Personal property" shall mean mobile unit, equipment, tables, chairs, linens, china, glassware, silverware, artwork, and any other personal property necessary for the maintenance, management and operation of the Operation Area in accordance with this RFP and the Operation Agreement, placed or used in the Park by Operator that are not attached to and/or physically incorporated into the Park or the Operation Area.
- p. "Request for Proposal (RFP)" shall refer to this document, which establishes the bidding requirement and solicits proposals to meet the needs of the Department for operation of the Operation Area and the providing of food and retail services at Liberty State Park as identified herein.

- q. “Retail service” shall mean the creation, offering for sale and sale of retail merchandise that is related to Liberty State Park, outdoor recreation, and the location of the Park (in or near the Statue of Liberty, Ellis Island, Jersey City, New Jersey, New York City, etc.), and that is tasteful and family-oriented.
- r. “Routine maintenance and repairs” shall mean those planned work activities that reoccur on a periodic cycle to sustain the useful life of an item and those work activities undertaken to restore damaged or worn out items to a fully functioning operating condition.
- s. “Trash” shall mean any and all garbage, rubbish, refuse and other solid waste materials.

### **3.0 SCOPE OF WORK**

The Department seeks to enter into a seven-year Operation Agreement, with one five-year renewal term for a maximum term of twelve years, with an organization that will perform the services set forth in this RFP and the Operation Agreement, which has been attached to this RFP as Exhibit B. Bidders should refer to both this RFP and the Operation Agreement in preparation of their proposals to gain a full understanding of the services required to be performed thereunder.

In exchange for entering into and performing under the Operation Agreement, the Operator shall pay the Department a fixed annual fee of \$35,000 as an annual fixed fee for the first year, \$70,000 for year two, \$100,000 for year three, \$125,000 for year four, \$150,000 for year five, \$175,000 for year six, and \$200,000 for year seven, plus a percentage of at least five percent (5%) of the annual gross receipts as proposed by Bidder.

### **3.1 Required Services**

The following services are required to be performed under this RFP and the Operation Agreement:

- (a) At Location 1:
  - 1. Walk-up food and beverage (non-alcoholic) – Saturday before Memorial Day through Labor Day, daily, from 9:00 a.m. to 5:00 p.m., and from the day after Labor Day through the Friday before Memorial Day weekend, daily, from 10:00 a.m. to 3:30 p.m.
  - 2. Retail Service – Saturday before Memorial Day through Labor Day, daily, from 9:00 a.m. to 5:00 p.m., and from the day after Labor Day through the Friday before Memorial Day weekend, daily, from 10:00 a.m. to 3:30 p.m.
  - 3. ATM – available daily 6:00 a.m. to 10:00 p.m.
- (b) At Location 2:
  - 1. Hot/cold food and beverage service (seasonal/non-alcoholic) and retail service from a mobile unit - May 1 through October 1, daily, from 10:00 a.m. to 5:00 p.m.

(c) At Location 3:

1. Full-service food and beverage (incl. alcoholic beverages) – Saturday before Memorial Day through Labor Day, daily, from 9:00 a.m. to 5:00 p.m., and from the day after Labor Day through the Friday before Memorial Day weekend, daily, from 10:00 a.m. to 3:30 p.m.
2. Retail Service – Saturday before Memorial Day through Labor Day, daily, from 9:00 a.m. to 5:00 p.m., and from the day after Labor Day through the Friday before Memorial Day weekend, daily, from 10:00 a.m. to 3:30 p.m.
3. ATM - available daily 6:00 a.m. to 10:00 p.m.

Bidders may offer expanded locations, hours, and services, however, at a minimum, the successful bidder must provide the services for the days and times of operation as listed above.

### **3.2 Optional Services**

The following services are optional services each bidder may wish to add to the bidder's bid:

- a. Events. The Operator may offer to put on events on behalf of the Park. Bidders should be aware that if they offer to put on events, the Park staff will not be able to assist in any way except to provide technical assistance.
- b. Group boxed lunches, catered continental breakfast packages, etc. Each year the Park hosts many events, from non-profit runs to corporate outings to Departmental meetings. The bidder may wish to cater these events with boxed lunches.
- c. Others' Events. As stated above, numerous groups use the Park for their events. The Operator may wish to serve special food or sell special retail merchandise for the event, or expand the food service to areas outside of the Operation Area.
- d. Any other food and retail services type of offering.

## **4.0 PROPOSAL PREPARATION & SUBMISSION**

### **4.1 General Information**

The bidder must strictly follow the instructions contained in this RFP in preparing and submitting its proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required for submission in response to this RFP has been determined to be essential in the proposal evaluation and bidding award process. Any qualifying statements made by the bidder as to the RFP's requirements may result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, processes, and procedures are revealed. However, each bidder is cautioned that insufficient detail may result in a determination that the proposal is materially non-responsive or, alternatively, may result in a low technical score being given to the proposal.

## **4.2 Proposal Delivery and Identification**

In order to be considered, a proposal responding to this RFP must arrive at the Office no later than **noon on Monday, December 4, 2017**. All bidders submitting proposals are advised to allow adequate delivery time to ensure punctual delivery of proposals by the date and time set forth herein. Late proposals shall be ineligible for consideration. **The exterior of all proposal packages must be labeled with “Liberty Food”, the Bid Due Date, and the Bidder’s Name. The Office address is:**

Department of Environmental Protection  
Office of Leases and Concessions  
Attention: George Chidley, Manager  
Mail Code 501-04C  
P.O. Box 420  
Trenton, NJ 08625-0420

## **4.3 Number of Proposal Copies**

Each bidder must submit one (1) complete original proposal that clearly has been marked as the “ORIGINAL” proposal. Each bidder also must submit four (4) full, complete, and exact copies of the original. The copies are necessary in the evaluation of each proposal. Bidders failing to provide the requisite number of copies shall be charged the cost incurred by the Department to produce the necessary number of copies. It is suggested that the bidder make and retain a copy of its proposal for its own records.

## **4.4 Proposal Content**

The proposal should be submitted in one (1) volume that is divided into six (6) parts as follows:

### **4.4.1 Forms (Part 1)**

#### **4.4.1.1 Affirmative Action Employee Information Report**

The bidder must complete the attached Affirmative Action Employee Information Report (Exhibit G), or alternatively, must supply either (1) a New Jersey Affirmative Action Certificate or (2) evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. Failure to submit the Affirmative Action Employee Report or Certificate or other evidence with the bid proposal may be cause for rejection of the bid proposal.

#### **4.4.1.2 Business Registration Reporting; Stock Ownership**

Pursuant to N.J.S.A. 52:32-44, the State (including the Department of Environmental Protection) is prohibited from entering into an agreement with an organization unless the operator has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. Failure to submit a copy of the Business Registration Certificate within the bid proposal is a cause for rejection of the bid proposal. See Section 1.14.9 for additional causes for rejection of a bid.

In addition, in the event the bidder is a corporation, partnership or sole proprietorship, pursuant to N.J.S.A. 52:25-24.2, the bidder must complete the attached Ownership Disclosure Form found at Exhibit H. Failure to submit a Ownership Disclosure Form with the bid proposal may be cause for rejection of the bid proposal.

#### **4.4.1.3 Pay to Play**

Chapter 51 (P.L. 2005, c. 51, codified at N.J.S.A. 19:44A-20.13 to -20.25, known as “Chapter 51”) and EO 117 (2008) restrict business entities which agree to certain contracts or agreements with the State from making or soliciting certain contributions. Compliance with Chapter 51 and EO 117 is a material term and condition of this Request for Proposal and the Agreement, binding upon the parties upon the execution of the Agreement. Pursuant to the requirements of Chapter 51 and EO 117, it shall be a material breach of the terms of the Agreement for the Operator to do any of the following during any Term of the Agreement:

- (i) make or solicit a contribution in violation of Chapter 51 or EO 117;
- (ii) knowingly conceal or misrepresent a contribution given or received;
- (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or of Lieutenant Governor, or to any State, county, or municipal party committee, or any legislative leadership committee;
- (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the Operator itself, would subject the Operator to the restrictions of Chapter 51 or EO 117;
- (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (vii) engage in any exchange or contributions to circumvent the intent of Chapter 51 or EO 117; or
- (viii) directly or indirectly, through or by any other person or means, do any act which would subject the Operator to the restrictions of Chapter 51 or EO 117. It is the Operator’s continuing obligation to report any contributions it makes during any and all Term(s) of the Agreement.

Each bidder shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form, certifying that no contributions prohibited by Chapter 51 have been solicited or made by the bidder and reporting all contributions the bidder made during the preceding four years to any political organization organized under 26 U.S.C. § 527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the meaning



of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required Certification and Disclosure Form can be found in the Prequalification Application, which each bidder must complete and submit with the bidder's proposal. The Certification and Disclosure Form can also be found at Exhibit I.

The State Treasurer or his designee shall review the Disclosures submitted by the bidders pursuant to this Section, as well as any other pertinent information concerning the contributions or reports thereof by each bidder prior to award, and those submitted by the Operator during the term of the Agreement. If the State Treasurer determines that any contribution or action by a bidder violated Chapter 51 and EO 117, the State Treasurer shall disqualify the bidder from award of the Agreement. If the State Treasurer or his designee determines that any contribution or action constitutes a breach of the Agreement that poses a conflict of interest pursuant to Chapter 51 or EO 117, the State Treasurer shall disqualify a bidder from the award of the Agreement.

In addition, each bidder shall submit the Chapter 271 Vendor Certification and Political Contribution Disclosure Form, disclosing the bidder's political contributions within the immediately preceding twelve (12) month period. The required Certification and Disclosure Form can be found in the Prequalification Application, which each bidder is required to complete and submit with the bidder's proposal.

No prospective Operator will be precluded from being retained by virtue of the information provided in the Chapter 271 Vendor Certification and Political Contribution Disclosure Form, provided the form is fully and accurately completed.

The Operator is required, on a continuing basis, to report any contributions and solicitations the Operator makes during any Term of the Agreement at the time any such contribution or solicitation is made. Failure to do so is a breach of the Agreement.

The Operator shall file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, section 2) if the Operator receives contracts in excess of Fifty Thousand (\$50,000.00) dollars from public entities in a calendar year. It is the Operator's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### **4.4.2 Background Information (Part 2)**

Each bidder shall submit written answers and provide information to the following inquiries:

- i. How many years has your organization been in business under its present business name?
- ii. Under what other or former names has your organization operated?
- iii. If your organization is a corporation, provide the following information: date of incorporation; State of incorporation; president's name; vice president's name; secretary's name; treasurer's name; corporate agent for service; and current status of the corporation.

- iv. If the organization is a partnership, provide the following information: date of organization; type of partnership; and name(s) of general partner(s).
- v. If your organization is individually owned, provide the following information: date organization established; and name of owner.
- vi. Has your organization ever failed to complete any contract awarded to it?
- vii. Within the past five (5) years, has any officer or principal of your organization ever served as an officer or principal of another organization when it failed to complete a contract?
- viii. Are there any judgments, claims, arbitration proceedings, or lawsuits pending or outstanding against your organization or its officers or principals?
- ix. Has your organization filed any lawsuits or requested arbitration with regard to any contracts within the last five (5) years?
- x. Has any owner made a claim against your organization which has resulted in arbitration or litigation with the past five (5) years?
- xi. Has your organization or any of its officers, principals or owners ever been convicted of a crime, or are they presently the target of any criminal or administrative investigation?
- xii. Has your organization or any of its officers, principals, or owners ever been disqualified, suspended, or debarred from a contract with any federal, State, or local government entity?
- xiii. Does your organization or any of its officers, principals, or owners currently possess a liquor license issued by the New Jersey Division of Alcoholic Beverage Control?
- xiv. Has your organization or any of its officers, principals, or owners ever applied to and been unable to obtain a liquor license issued by the New Jersey Division of Alcoholic Beverage Control?
- xv. Has your organization or any of its officers, principals or owners ever possessed a liquor license issued by the New Jersey Division of Alcoholic Beverage Control and has had the license revoked?

If the answer to any questions “iv” through “xv” is yes, please provide details including the disposition of any matter set forth therein.

Each bidder also shall describe in detail its experience and expertise in providing food and retail services, including the following:

- i. A description of the bidder’s experience as a provider of food and retail services;
- ii. A list of any other qualifications, awards or experience as a provider of food and retail services; and
- iii. The beginning and ending dates of each contract/agreement or operation associated with each food and retail service facility listed in “i” above.

#### **4.4.3 Technical Proposal (Part 3)**

In this Section, the bidder shall describe its plans and approach for fulfilling the requirements set forth in this RFP and the Operation Agreement. The RFP and the Operation Agreement fully describe the minimum services to be provided by the Operator. The bidder must present its understanding of the requirements of the RFP and Operation Agreement and its ability to fulfill said requirements successfully. However, the bidder should not be limited by the services described and is encouraged to expand upon, supplement, or add other service areas where the bidder has expertise that may benefit the State and maximize the food and retail services offered at the Park as described in this RFP. This section of the bidder’s proposal should contain at least the following information:

##### **4.4.3.1 Management Plan**

Each bidder shall submit a Management Plan containing a complete description of how the bidder intends to fulfill its obligations under the RFP and Operation Agreement, in narrative format. The Management Plan shall contain a complete description of how the bidder intends to implement each aspect of the requirements set forth in the RFP and Operation Agreement. The narrative should exemplify to the State that the bidder understands the objectives of the RFP and Operation Agreement, the nature of the services required, and the level of effort necessary to successfully execute the services under the RFP and Operation Agreement. The bidder’s narrative further should be designed to demonstrate that the bidder’s Management Plan is viable and can be successfully executed, and that the bidder’s general approach to undertaking the RFP and Operation Agreement and fulfilling the State’s goals is in accordance with the tasks and subtasks involved.

Mere reiteration of the requirements set forth in the RFP and Operation Agreement is strongly discouraged, in that such a narrative would not provide insight into the bidder’s ability to successfully perform under the RFP and Operation Agreement. In sum, the bidder’s response to this Section of the RFP should be designed to demonstrate that the bidder’s detailed plans and proposed approach to performing the requirements under the RFP and Operation Agreement are realistic, attainable, and appropriate and that the bidder’s proposal will lead to successful performance thereunder.

##### **4.4.3.2 Specific Plan Content**

The bidder’s Management Plan should identify and fully detail the following:

- i. Description of the food and retail services the bidder will provide;
- ii. Anticipated staffing and personnel structure;

- iii. Plans for advertising and publicizing the new food and retail services at Liberty State Park;
- iv. Proposed hours of operation and months of operation;
- v. Proposed budget including a schedule of proposed fees and prices;
- vi. Proposed optional immediate improvements to any and all parts of the Operation Area at Locations 1, 2 and 3;
- vii. A timeline for when the required immediate improvements at Locations 1, 2 and 3 are expected to be made;
- viii. Description of security including crowd control measures and handling of emergencies and closures; and
- ix. Description of parking requirements for bidder's company vehicles (if to be left onsite overnight), vehicles to be parked, and reason for leaving vehicles onsite.

With respect to food, beverage, and retail merchandise price schedules, the Operator in its Plan shall establish all applicable prices, which will be subject to the Department's review and ultimate approval. Prices should be, at a minimum, comparable to those charged by other food and retail services providers in the area.

#### **4.4.3.3 Mobilization and Implementation Plan**

The bidder must include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of the proposal award. The mobilization and implementation plan should include the following elements:

- i. A detailed timetable for the mobilization and implementation period. This timetable should be designed to demonstrate how the bidder plans to be operational and by what date.
- ii. The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the Operation Agreement on the required start date.
- iii. The bidder also should submit a plan for the use of sub-operators, if any, with respect to implementing the Operation Agreement. Emphasis should be placed on how any sub-operator identified will be involved in the mobilization and implementation plan.

#### **4.4.3.4 Potential Problems**

The bidder should set forth a summary of any and all problems anticipated during the term of the Operation Agreement. For each problem identified, the bidder should provide its proposed solution.

#### **4.4.4 Organizational Support and Experience (Part 4)**

The bidder should include information relating to its organization, personnel, and experience, including but not limited to references, together with contact names and telephone numbers, evidencing the bidder's qualifications and capabilities to perform the services required by this RFP and Operation Agreement.

##### **4.4.4.1 Location**

The bidder should include the name(s) of key personnel, location of the office, and telephone number of the office that will be responsible for the project.

##### **4.4.4.2 Resumes**

Detailed resumes should be submitted for all management, supervisory, and key personnel who will be acting under the Operation Agreement. Resumes should be structured to emphasize the relevant qualifications and experience of these individuals.

In the event the bidder must hire or otherwise engage management, supervisory, and/or key personnel if awarded the proposal, the bidder should include a recruitment plan for such personnel. Said recruitment plan should demonstrate that the bidder will be able to initiate and complete the project within the time frame required by this RFP.

##### **4.4.4.3 Organization Chart (Complete)**

The bidder shall include an organization chart depicting its entire organizational structure. This chart should show the relationship of the individuals performing under the Operation Agreement to the bidder's overall organizational structure.

##### **4.4.4.4 Sub-Operator(s)**

The Operator may enter into sub-operator agreements with outside entities for the installation and maintenance of the ATMs and the retail service, but may not enter into sub-operator agreements for the operation of food service under this RFP and Operation Agreement without prior notification to the Department in writing. All such sub-operator agreements require prior Departmental approval. Each bidder should identify any sub-operators in this section.

##### **4.4.4.5 Experience of Bidder on Projects of Similar Size and Scope**

As evidence of the bidder's ability to complete the services set forth in the RFP and Operation Agreement, the bidder shall provide a comprehensive listing of food and retail service projects similar in size and scope that it successfully has held in the past five (5) years. A description of all such projects shall be included and should demonstrate how such projects relate to the bidder's ability to complete the services required under the Operation Agreement. For each such project, the bidder shall provide the name and telephone number of a contact person.

Specifically, the bidder should describe its expertise in providing food and retail services including the following:

- i. a description of all food and retail services it has provided or been involved with, including size, type of service, and location for each service;
- ii. a description of all facilities the bidder has operated or managed; and
- iii. the beginning and ending date of each ownership, operating agreement/contract or operation associated with food and retail services listed in “i” and “ii” above.

#### **4.4.4.6 Financial Viability of the Bidder**

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully carry out its responsibilities under the Operation Agreement. To satisfy this requirement, the bidder shall submit the following with its bid proposal:

- i. The name and address of the bidder’s bank, chief banking representative handling the bidder’s account, and the bidder’s federal employer information number (FEIN);
- ii. Certified financial statements from an independent CPA, including applicable notes, reflecting the bidder’s assets, liabilities, net worth, revenues and receipts, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder’s most recent fiscal year; or
- iii. If a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information.

#### **4.4.5 Monetary Proposal (Part 5)**

The bidder must submit a monetary proposal. Failure to submit a monetary proposal will result in the bidder’s proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through completion of the proposal award process.

Each bidder shall submit, as part of its monetary bid, a percentage of the annual gross receipts of at least five percent (5%) that will be paid to the Department (e.g. if the successful bidder proposes a percentage of five percent (5%), the successful bidder shall be required to remit five percent of all gross receipts, defined below, to the Department). Bidders are encouraged to propose a greater percentage; however, the bids of bidders that propose less than five percent shall be rejected as non-responsive.

For purposes of this RFP and the Operation Agreement, total gross receipts shall be defined to include all sales at the gross selling price of food, alcoholic and non-alcoholic beverages, retail merchandise, and items of every character sold in, upon, or through any part of the Park by Operator or any sub-operator(s), including, but not limited to, all revenues and sales related to the operation of food and retail services and gross charges for all services to customers or patrons, performed by the Operator or any sub-operator(s), in, upon, or through any part of the Park, and shall include sales and charges for cash and credit regardless of whether or not the same is collected or uncollected, less only

any New Jersey sales taxes collected by the Operator and remitted to New Jersey taxing authorities with respect to each Term Year of the Operation Agreement.

#### **4.4.6 Changes to Terms and Conditions (Part 6)**

A bidder may propose changes or modifications or take exception to any of the State's terms and conditions. If a bidder does so, the bidder must state bidder's change, modification or exception specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award. Bidders must be aware, however, that there are certain terms and conditions that are required by law (e.g., Pay to Play, Affirmative Action, Business Registration, Prevailing Wage), and are, therefore, a mandatory component of this RFP and the Operation Agreement.

### **5.0 OPERATION AGREEMENT**

#### **5.1 Precedence of Agreement Terms and Conditions**

The Operation Agreement shall consist of this RFP, any addendum to the RFP, the winning bidder's proposal, any best and final offers, the Department's Notice of Acceptance, and the executed Operation Agreement.

In the event of a conflict between the provisions of this RFP and any addendum to the RFP, the addendum shall govern. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.

#### **5.2 Agreement Term and Extension Option**

The term of the Operation Agreement shall be for a period of seven (7) years, unless earlier terminated pursuant to the terms of the Operation Agreement. The anticipated Effective Date, which is expected to be in December 2017 or no later than mid-January 2018, will be provided in the Operation Agreement. If delays in the selection process result in an adjustment of the anticipated Effective Date, the winning bidder shall agree to accept an agreement for the full term of same. Operator may request renewal for one additional five-year term. The Department has, in the Department's sole discretion, the right to approve the request and allow the renewal. The Department reserves the right to disapprove the renewal if it determines in the Department's sole discretion that Operator has not satisfactorily complied with the terms, covenants, or conditions of the Operation Agreement; Operator has not received financing for and completed improvements during the Initial Term; the determination that the continued use of the Operation Area is inconsistent with reasonably anticipated plans for the development or use of the Park by the Department; or renewal is not otherwise in the public interest.

If the Department permits the Operator to continue operating the Operation Area after expiration of the Operation Agreement without having executed a new written agreement, the Operator shall be subject to all terms, covenants, and conditions contained in the expired Operation Agreement. Such continuation of operations by the Operator shall not constitute a renewal or extension of the expired Operation Agreement.





## **5.4 Indemnification**

The successful bidder for itself, its successors, and assigns, assume all risks and liabilities arising out of bidder's possession, operation, maintenance, and improvement of the Operation Area and any other locations throughout the Park in which the successful bidder operates. The successful bidder covenants to defend, protect, indemnify, and save harmless the Department and release the Department and each and every of its officers, agents, employees, successors, and assignees from and against any and all such liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of every nature arising from or claimed to arise, in whole or in part, in any manner out of, be occasioned by, or result from:

- a. Any injury to, or the death of, any person in or on, or any damage to property which occurs in, on, or about the Operation Area and any other locations throughout the Park in which the successful bidder operates, or in any manner growing out of or connected with the use, nonuse, or condition of the Operation Area and any other locations throughout the Park in which the successful bidder operates;
- b. Violation of any agreement or condition of the Operation Agreement by the successful bidder, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through the successful bidder;
- c. Violation by the successful bidder of any contracts, agreements, or restrictions of record concerning the Operation Area and any other locations throughout the Park in which the successful bidder operates or any federal, State, or local law, ordinance, or regulation affecting the Operation Area and any other locations throughout the Park in which the successful bidder operates and/or bidder's possession and use thereof; or
- d. Any act, error or omission by the successful bidder, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through bidder in the performance of the Operation Agreement.

The successful bidder's indemnification and liability is not limited by but is in addition to the insurance obligations.

Additional indemnification terms can be found in the Operation Agreement.

## **5.5 Claims and Remedies**

### **5.5.1 Claims**

The following shall govern claims made by the contractor regarding contract award rescission, contract interpretation, contractor performance and/or suspension or termination.

Final decisions concerning all disputes relating to contract award rescission, contract interpretation, contractor performance and/or contract reduction, suspension or termination are to be made by the Commissioner. The Commissioner's final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

All claims asserted against the Department by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. However, any claim against the Department relating to a final decision by the Commissioner regarding contract award rescission, contract interpretation, contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A. 59:8-8 or 59:13-5 shall not commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Commissioner was improper.

### **5.5.2 Remedies**

Nothing in this RFP shall be construed to be a waiver by the Department of any warranty, expressed or implied, or any remedy at law or equity.

### **5.6 Prevailing Wage Act**

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 as codified in N.J.S.A. 34:11-56.25, et seq, for any and all construction activities at the Park. Bidder also agrees to comply with 42 U.S.C. § 9604 (g)(1). If any conflict exists between the New Jersey Prevailing Wage Law and § 9604 (g)(1), the bidder must comply with the federal requirements.

### **5.7 Conflicts of Interest**

The following prohibitions on contractor activities shall apply to all agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of Environmental Protection or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-

13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraphs a through e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

## **5.8 MacBride Principles and Iranian Investments**

The successful bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. The MacBride Principles Certification form can be found at Exhibit J.

In addition, the bidder must certify that neither the bidder nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to N.J.S.A. 52:32-55. The Iranian Investment Activities Certification form can be found at Exhibit K.

## **5.9 Americans with Disabilities Act; Anti-discrimination**

The successful bidder must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, et seq.

The successful bidder shall not discriminate in employment and agrees to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.

Specifically, the Operator shall not unlawfully discriminate: 1) against any person, employee, or applicant for employment, or 2) in allowing access to and use of the Operation Area.

## **5.10 Applicable Law and Jurisdiction**

This RFP and the resulting Operation Agreement shall be governed by and interpreted in accordance with the Laws of the State of New Jersey and any legal actions shall be filed in the courts of the State of New Jersey.

## **5.11 Sales and Use Tax**

All taxes and property tax assessments, if any, arising out of the operation of the Operation Area and the use thereof shall be the sole responsibility of the Operator and shall be promptly paid by the Operator when due, regardless of whether such tax or assessment is assessed within or outside the Term of the Agreement. The Operator shall provide copies of the notice of any tax and assessment notice received from any government agency, municipality or county to the Department. Payment shall remain a continuing obligation of the Operator after the expiration or termination of the Agreement, and Department is authorized to make a demand for payment and take any and all steps to ensure payment. The Operator shall furnish to Department, within ten (10) days of demand therefor, proof of the payment of any such tax or assessment. The Operator's failure to timely pay any tax or assessment or otherwise comply will constitute a material breach of the Agreement.

The Operator and its subcontractor(s), if any, and each of their affiliates shall, for any and all Term(s) of the Agreement, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c. 30 (N.J.S.A. 54:32B-1 et. seq.) on all sales of tangible personal property delivered into this State. Any questions in this regard can be directed to the Division of Revenue at <https://www.state.nj.us/treasury/revenue/revgencode.shtml>.

## **6.0 PROPOSAL EVALUATION & SELECTION PROCESS**

### **6.1 Proposal Evaluation Committee**

Proposals will be reviewed and evaluated by a committee, which shall include participants from the Department's Natural and Historic Resources and the Division of Parks and Forestry.

### **6.2 Oral Presentation and/or Clarification of Proposal**

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its proposal. The Evaluation Committee also may require a bidder to submit written responses to questions regarding its proposal. The purpose of such communication with a bidder, either through an oral presentation or written letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its proposal. However, original proposals may not be supplemented, changed, or corrected in any way. No comments regarding other proposals are permitted. Further, bidders may not attend presentations made by other bidders.

It is within the discretion of the Evaluation Committee to require a bidder to make an oral presentation or to submit written responses to questions regarding its proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a

proposal. The Manager will be the sole point of contact regarding any request for an oral presentation or written clarification.

### **6.3 Evaluation Criteria**

The following evaluation criteria, not necessarily listed in order of significance, shall be used to evaluate proposals received in response to this RFP. Bidder are encouraged to review the Evaluation Sheet that has been posted on the Department's website with the RFP:

- i. The bidder's general approach and plans in meeting the requirements of this RFP;
- ii. The bidder's detailed approach and plans to perform the services under the Operation Agreement;
- iii. The bidder's documented experience in providing food and retail services;
- iv. The qualifications and experience of the bidder's personnel, with emphasis on documented experience;
- v. The bidder's overall ability to mobilize, undertake, and successfully perform in accordance with the Operation Agreement. This judgment will include but not be limited to the qualifications of the proposed personnel and the bidder's Management Plan;
- vi. The bidder's availability and commitment to effectuating the Operation Agreement;
- vii. The bidder's financial viability and organizational history; and
- viii. The bidder's monetary proposal.

### **6.4 Selection Process**

The proposal shall be awarded with reasonable promptness and by written notice to the responsive bidder whose proposal, conforming to the invitation for proposals, is most advantageous to the State, price and other factors considered. Any or all proposals may be rejected if the Department determines that it is in the public interest to do so.

### **6.5 Negotiation and Best and Final Offer (BAFO)**

After evaluating proposals, the Department may enter into negotiations with one bidder or multiple bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and price (amount to be paid to the Department). Multiple rounds of negotiations may be conducted with one bidder or multiple bidders. Negotiations will be structured by the Department to safeguard information and ensure that all bidders are treated fairly.

Similarly, the Department may invite one bidder or multiple bidders to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any

BAFO that is not higher in price than the pricing offered in the bidder's original proposal will be rejected as non-responsive and the Department will revert to consideration and evaluation of the bidder's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the bidder(s). The Department may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the State.

**Negotiations will be conducted only in those circumstances where they are deemed by the Department to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the bidder is advised to submit its best technical and price proposal in response to this RFP since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any bidder.**

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

**NOTE: If the Division contemplates negotiation, proposal prices will not be publicly read at the proposal submission opening. Only the name and address of each bidder will be publicly announced at the proposal submission opening.**

## **7.0 EXHIBITS**

- A. Map of Liberty State Park
- B. Operation Agreement (proposed)
- C. Estimated Annual Attendance
- D. Location 1 Floor Plans and Photographs
- E. Location 2 Map and Photograph
- F. Location 3 Floor Plans and Photographs
- G. Affirmative Action Employee Information Report and Instructions
- H. N.J.S.A. 52:25-24.2 Ownership Disclosure Form
- I. Pay to Play Forms: (1) Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form; (2) Instructions - Contractor Certification and Disclosure of Political Contributions (Chapter 51/E.O. 117); and (3)

Vendor Certification and Disclosure of Political Contribution Disclosure Form (P.L. 2005,  
c. 271)

J. MacBride Principles Certification Form

K. Iranian Investment Activities Form