



**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE PARK SERVICE**

REQUEST FOR PROPOSAL

**Operation of
The Spring Meadow Inn
at Spring Meadow Golf Course**

Wall Township, Monmouth County

<u>Release Date:</u>	April 5th, 2016
<u>Mandatory Site Visit:</u>	April 22nd, 2016 – 10:00 a.m. to 11:00 a.m. at Spring Meadow Inn (4185 Atlantic Ave., Farmingdale, NJ)
<u>Mandatory Pre Bid Meeting and Written Question Cut-Off :</u>	April 22nd, 2016 - 11:30 a.m. at Allaire State Park. Office Conference Room (4265 Atlantic Ave., Farmingdale, NJ)
<u>Bid Submission Due Date:</u>	May 6th, 2016 (prior to 4:00 p.m.)

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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), State Park Service, on behalf of the State of New Jersey (State). The purpose of this RFP is to solicit proposals from qualified bidders to operate the restaurant with a bar, halfway house, and mobile beverage cart, and offer high-quality banquet/catering events at the Spring Meadow Inn (Inn) at Spring Meadow Golf Course, located in the Township of Wall, County of Monmouth, New Jersey. The Inn is located on a portion of Spring Meadow Golf Course shown on the survey map attached hereto as Exhibit A.

It is the goal of the State to provide a restaurant, bar, halfway house and banquet/catering facility, aesthetically suited to its location within the Spring Meadow Golf Course and operated by an operator with the expertise and resources to provide quality services at competitive prices. To satisfy this goal, the Department intends to enter into an Operating Agreement with an organization (Operator) which has the demonstrated financial capacity, restaurant, bar, and banquet/catering experience to provide these functions of business and services over the life of the agreement. The Department welcomes the use of the Inn for diverse events as long as those events do not violate this RFP, the Operating Agreement, public policy, or any documents made a part thereof.

The winning bidder shall enter into a Fifty-Eight (58) Month Operating Agreement (Agreement) between (July 1, 2016 - April 15, 2021). The term will coincide with the expiration date of the existing Operating Agreement of the golf course which is April 15, 2021. The existing Operating Agreement for the golf course is with Atlantic Golf Management Corporation.

As consideration for entering into the Agreement, the successful bidder shall pay the State the two monthly rental amounts below:

- 1.) Fixed Monthly Rent: Two Thousand Five Hundred (\$2,500) Dollars, adjusted up annually by 3%, and;
- 2.) Variable Monthly Rent: Bidders must propose the percentage of their total monthly receipts that will be paid to the State each month; the proposed percentage must be at least a **minimum** of Five (5%) Percent of the Monthly Total Gross Revenue, less sales taxes, generated by all business operations;
- 3.) The first Fixed Monthly Rent of Two Thousand Five Hundred (\$2,500) Dollars will be due on July 1st, 2016, then the first (1st) of every month thereafter;
- 4.) The first Variable Monthly Rent will be due on August 15th, 2016, then the 15th of every month thereafter.

All payments shall be submitted by check made payable to “**Treasurer - State of New Jersey**” and be received on or before scheduled payment date to:

Department of Environmental Protection
Office of Leases & Concessions, Natural & Historic Resources
Mail Code: 501-04C, PO Box 420
Trenton, New Jersey 08625-0420

If Operator fails to pay said Rent at such time and in such manner as specified herein, such failure shall constitute a material breach of the Agreement and grounds for termination of the Agreement.

Operator shall prepare and compile, or oversee the preparation and compilation of, and submit to Department a Monthly Report itemizing the Monthly Total Gross Revenue generated by all business operations, including but not limited to:

- i. Food sales must be reported and recorded by area (Restaurant, Bar, Halfway House, Food/Beverage Cart, Banquet/Catering)
- ii. Beverage sales, must be recorded and reported by alcoholic and non-alcoholic
- iii. Banquet/Catering & Special Events
- iv. Sales tax collected

The Department may at its discretion, require Concessionaire to make all payments for the Initial Term of the Agreement by certified or cashier's check only.

All past due payments shall be assessed a monthly penalty of five (5%) percent of the total amount due calculated after the twentieth (20th) day of each month.

In the event any check for payment is returned to Department, all future compensation payments must be made by certified or cashier check only.

The winning bidder shall be the qualified, responsible, and experienced bidder whose proposal is most responsive to the State's goals for the property, whose plan provides a realistic means of generating revenue for the State, and other factors.

The winning bidder must apply for an Annual State Permit from the New Jersey Division of Alcoholic Beverage Control to sell and serve alcoholic beverages for on-premises consumption in conjunction with the restaurant, bar, halfway house, mobile beverage cart, and banquet/catering events. The intent of this RFP is for the day-to-day operation of a restaurant, bar, halfway house, mobile beverage cart, and banquet/catered events for the sale and on-premises consumption of alcoholic beverages.

All bidders shall submit as part of their bid proposals an Operational Management Plan setting out in detail how they propose to operate the Inn and Halfway House. The winning bidder shall be the qualified, responsible, and experienced bidder whose proposal is most responsive to the State's goals for the property, price and other factors considered.

1.2 Background

Spring Meadow Golf Course is a fully-operational year-round 18-hole golf course in Monmouth County, New Jersey. The golf course is adjacent to Allaire State Park on Atlantic

Avenue in Wall Township. The golf course is currently operated by Atlantic Golf Management, and is not a part of this RFP. The current operating agreement expires on April 15, 2021.

There are two buildings at the Golf Course which are the subject of this RFP: the Spring Meadow Inn (Inn) and the Halfway House. The Inn and Halfway House were designed and constructed to provide restaurant-type food and refreshments (alcoholic and non-alcoholic beverages) for golfers and patrons as a full-service restaurant with a full-service bar.

The golf course is open for business year-round (weather permitting) to the golfing public and for local patronage during the daytime and evening hours. The Inn is open year-round as a restaurant and bar facility.

1.2.1 Structures

This RFP includes the Inn and the Halfway House. Also included are walkways along the perimeter of the Inn, and an area for a dumpster(s) behind the Inn. The Premises are more fully described in Attachments: A, A1 & A2.

Bidders shall explain what changes or improvements they may make to the Inn and/or Halfway House, if any, as part of their proposals. The successful bidder may not make any improvements to the Inn or Halfway House without prior Departmental approval.

1.2.1.1 Spring Meadow Inn

The Inn was upgraded most recently by the Department in 1990's. This two-story structure (88' x 48' approx.) was designed for restaurant, bar, and special event usage on the first floor. There is access for disabled persons through the main entrance of the building. The first floor interior is comprised of two sections: a dining room (32' x 28' approx.) area and an adjacent bar area (44' x 28' approx.). There are separate restrooms for men and women adjacent to the bar and main dining room. The dining room is carpeted and ceramic tile surrounds the bar area.

The Inn is fully-operational with water, electricity, gas, and telephone lines. There is a gas stove, gas oven, sink, countertops, bay marie, fryers, reach-in freezer, reach-in refrigerator, walk-in refrigerator & walk-in freezer. Attachment D (Equipment) lists the equipment in the kitchen (28' x 25' approx.). Lighting is by fluorescent lights. **Bidders should note that the fire suppression system, exhaust hood and exhaust system currently located in the kitchen have been certified by the Division of Fire Safety. If the fire suppression system is discharged/activated or if any significant changes to the system are made, it must be upgraded by the Operator according to the current Department of Community Affairs (DCA) Division of Fire Safety regulations in effect. A new Certificate of Approval must be obtained for the kitchen, from the DCA, Division of Fire Safety, after the installation and prior to use. All costs associated with any upgrades and/or changes described in this paragraph are the sole responsibility of the Operator.**

The second floor consists of three (3) offices (16' x 9', 12' x 6' & 28' x 4' approx.) and storage space over the kitchen area. As the office/storage space is under the pitched roof eaves, the head room is limited along the sides of the space. The floor is carpeted.

The Operator shall be responsible for maintaining and making all repairs to the Inn and Halfway House and the utilities, as outlined below, at Operator's sole expense. In addition, Operator is solely responsible for the cost of and payment for all utilities.

The Operator is encouraged to improve the appearance of the interior of the Inn such as changing the wall paper, paint, carpeting, lighting fixtures, etc., with the approval of the Department. The Operator is encouraged to improve the exterior of the building, including but not limited to landscaping, painting, powerwashing, and lighting, with the pre-approval of the Department. Bidders shall explain what changes they will propose to make to the Inn as part of their proposals.

The operation of the Inn is expected to be a year-round restaurant and bar facility. The hours of operation must be pre-approved in writing by the Department.

1.2.1.2 Halfway House & Mobile Beverage Cart/s

The Halfway House (12' x 6' approx.) was upgraded most recently by the Department in 2009.

The design of Spring Meadow Golf Course does not lead golfers back to the Inn after the 5th hole until returning on the 18th hole.

This one-floor structure was designed to provide the golfers "takeout/to-go" beverages, lunch-type food items, and snacks, on the golf course. There is no seating and/or area for the golfers to eat or drink at the Halfway House.

The hours of operation for the Halfway House shall be pre-approved by the Department.

Operator may dispense non-alcoholic and alcoholic beverages from Mobile Food/Beverage Cart/s, if approved by the Division of Alcoholic Beverage Control.

1.2.1.3 Parking Areas/Dumpster Area

All parking lots are shared by patrons of the golf course and the Inn during the hours of golf operation. Operator may leave vehicles in this lot overnight if required for Operator's business and with the Department's approval. The successful bidder will be responsible for trash removal from all parking lots and at Operator's sole expense.

Operator shall be responsible for one (1/2) half of the expenses related to snow removal and salting/sanding of the parking lots. The other one (1/2) half of these expenses will be paid by the current golf course operators. The Operator and current golf course operator must prepare a written agreement describing the process for the snow removal and salting/sanding and payment therefor. The Department will not become part of any agreement regarding the parking lots and will not be responsible for any snow removal and/or salting/sanding of any type at the golf course. This includes the salting/sanding and snow removal of walkways to, from and surrounding the Inn and the porch of the Inn.

An additional space is available for the placement of dumpsters behind the Inn. Trash removal from the dumpster(s) shall be at the Operator's sole expense.

1.2.2 Alcohol License

The Operator shall secure an Annual State Permit from the New Jersey Division of Alcoholic Beverage Control (NJ DABC), for the service and consumption of alcoholic beverages on the licensed premises within twelve (12) months of the Effective Date. The property is State-owned land, therefore, 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 NJ DABC, it will be required to directly provide the restaurant, bar, Halfway House, and banquet/catering services; Operator will not be permitted to enter into a subcontract for this operation.

The Operator shall also be allowed to secure an Annual State Permit from the NJ DABC, for the service of alcoholic beverages from a mobile beverage cart/s, and for selling alcoholic beverages to active golfers, throughout the golf course. If the Operator obtains an Annual State Permit from the NJ DABC, it will be required to directly provide the mobile cart alcoholic beverage sales and will not be permitted to enter into a subcontract for this operation.

Nothing in this RFP or any of the attachments hereto shall be construed as a guarantee that the successful bidder shall obtain a liquor license from the NJ DABC. A material component of this RFP is the service of alcoholic beverages at the Inn; thus, failure to secure an ABC permit with twelve (12) months from the Effective Date of the Agreement shall be grounds for Termination.

1.2.3 Maintenance

The Operator shall be required to perform any and all ordinary and extraordinary maintenance and repairs of the Inn, Halfway House, and Equipment located thereon and the utilities as outlined in Section 1.2.4. Notification of all repairs shall be made to the Department via email prior to the repair being made unless the repair is emergent in nature. The Operator shall be solely responsible for making any and all ordinary and extraordinary repairs and maintenance at Operator's sole expense.

Operator shall mow and maintain the grass areas and landscaping of the Premises, and around the propane tank located in the rear of the Inn, at the Operator's sole expense.

The clearing of snow and ice from the walkway adjacent to the employee parking area and entrances associated with the Premises shall be the sole responsibility and at the sole expense of the Operator. If Operator determines that ice patches should be salted for safety reasons, Operator shall do so at Operator's sole expense.

Operator shall be solely responsible for trash removal from the Premises, at Operator's sole expense. Trash removal from the dumpster(s) shall be Operator's responsibility and at Operator's sole expense. The Operator shall participate in and comply with all applicable recycling programs in effect in Wall Township and/or Monmouth County.

Fire prevention and suppression within the structures of the Premises shall be Operator's sole responsibility and expense and shall be coordinated with the Wall Township's Fire Marshall and/or the State Fire Marshall.

Operator shall preserve and maintain in good and clean condition the Premises and all Equipment, reasonable wear and tear excepted. Operator is solely responsible for the maintenance and cleanliness of the Premises and Equipment.

Regular maintenance and any and all repair costs associated with the Premises and Equipment shall be the sole responsibility of the Operator.

Operator shall be solely responsible for the following:

- (i) Interior maintenance of all structures and cleanliness of the entire Premises;
- (ii) Regular cleaning and degreasing of the blacktop area, shipping/receiving area, and trash container area;
- (iii) Snow removal from the front entrance area, sidewalk from the front entrance to the parking lot, and back door area of Inn;
- (iv) Cleaning and trash pickup from the front and rear of Inn and all areas around the Halfway House;
- (v) Cleaning and replacement, as needed, of all window trim, drapes, shades, screens, blinds, etc.;
- (vi) Daily sweeping, maintenance, and quarterly professional cleaning of all carpeted areas. Replacement of the carpeting as needed, with spike proof carpeting;
- (vii) Daily bathroom maintenance and upkeep. Repair of all fixtures, floors, and walls as needed;
- (ix) Division of Fire Safety inspection, service and/or repair of Ansul fire protection system after discharge or as required. A copy of the inspection report must be provided to the Department, upon request;
- (xi) Degreasing and deep cleaning of kitchen and exhaust hood a minimum of twice per year. Operator shall service the exhaust systems, including the roof vent, on an annual basis and shall post a notice of said cleaning, as provided by the cleaning service obtained. Operator shall provide a copy of the cleaning report to the Department, upon request;
- (xii) Septic and grease tanks must be pumped at least twice a year (during the months of April and October) and, Operator shall provide proof of completion of the pumping to the Department, upon request; and

- (xiii) Maintenance (including, but not limited to the emergency repair) of the Inn:
 - (a) Plumbing systems
 - (b) Heating units
 - (c) Hot water heater
 - (d) Air conditioning units
 - (e) Walk-in refrigerator and freezer, reach-in refrigerator and freezer and refrigerated sandwich units
 - (f) Beer tap delivery system
 - (g) Ice Machine
 - (h) Fire monitoring system (Operator shall provide a copy of the annual inspection report to the Department.)
 - (i) Soda beverage dispensing machine

Upon expiration or termination of the Agreement, Operator shall deliver up peaceable possession of the Premises to Department in as good and clean condition as the Premises was made available at the commencement of the Agreement, reasonable wear and tear excepted. In the event that Operator does not deliver up possession as herein provided, Department may restore the Premises to such condition, whether due to a need to repair or to clean or both; and the cost thereof shall be paid by Operator to Department within fifteen (15) days of Department's written demand for payment.

1.2.4 Utilities

Bidders should consider what the costs may be to them for operating the facilities included under this RFP based on their prior experience. The successful bidder shall be responsible for paying for all utility usage as well as the cost to maintain and repair the systems identified herein.

- (i) Electricity

Jersey Central Power & Light provides electricity to the Inn and Halfway House. There is a separate electricity meter for the lighted sign at the driveway entrance. Additionally, Operator shall be responsible for the maintenance and repair of the electricity and electrical systems for which Operator pays.

- (ii) Heat & Air Conditioning (HVAC)

The Inn is heated and cooled by four (4) existing propane units.

The Halfway House is not heated or air conditioned.

The Department installed a HVAC air conditioning system in the Inn in the 1990's. The system provides heat in the cold months and air conditioning in the summer months. The kitchen and back preparation area of the restaurant are not cooled by any type of air conditioning system.

The Operator shall be responsible for payment of maintenance and repair services to the HVAC system.

(iii) Water

Water is supplied by Wall Township and the Operator will be responsible for the installation of a sub-meter to determine water consumption. Total water usage is billed to the operator of the golf course property. The Operator of the Inn and premises under this RFP and the operator of the golf course property must prepare a written agreement describing the process for calculating and apportioning the water consumption and payment process.

(iv) Septic System

There are two (2) one (1,000) thousand gallon underground septic and grease tanks connected to the Inn located on the back side of the Inn. The Operator shall pump out the septic and grease tanks and clean out the grease traps at least a minimum of twice per year, or more often if necessary, at the Operator's sole expense. In addition, the Operator shall add enzymes as necessary to ensure the health of the septic system. The Operator is solely responsible to maintain and repair the septic system at Operator's sole expense.

(v) Communications

Regardless of whether Operator chooses to use the landline telephone wires, the 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 the Operator's sole expense.

(vi) Propane

There is no public natural gas utility at the Inn and propane has been used at the Inn. The Operator shall be solely responsible for all costs and expenses relating to providing propane for the Inn.

1.2.5 Improvements

Operator is encouraged to make permanent and semi-permanent improvements to the Inn and/or Halfway House. For all improvements, the successful bidder shall submit, for written pre-approval, design documents to the Department showing the proposed improvements, expected costs, and expected timeline for completion of the improvements, upon request; however, each bidder shall explain changes the bidder would like to make to each structure as a part of the bidder's proposal.

All improvements made to or added to the Inn and Halfway House shall be maintained and repaired by the Operator but shall become the property of the Department. The Department will not be responsible for these improvements should the Operator not undertake them.

The Operator shall be solely responsible to obtain and pay for all necessary permits for the making of improvements at the Inn and Halfway House and shall pay Prevailing Wage for all construction projects. The contractor must comply with New Jersey Uniform Construction Code

and the latest NEC70, Building Officials & Code Administrators. Basic Building code, OSHA and all applicable codes for this requirement.

(i) Halfway House

The Operator is encouraged to make changes or improvements to the Halfway House, with the Department's written pre-approval.

(ii) Signage

There is one permanent sign at the entrance to the golf course. All changes and new signage must be pre-approved, in writing, by Department.

(iii) Plantings

The Operator may plant or change the plantings around the Premises with the Department's written pre-approval, including placement of planters, flower pots and other plant containers in and around the Premises.

(iv) Lighting

Operator may add and/or change any interior or exterior lights with the Department's written pre-approval.

1.2.6 Personal Property

The Operator shall be solely responsible for providing any and all equipment necessary to operate as a restaurant with bar, snack shack, mobile food carts, and banquet/catering business under this RFP.

Prior to the 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 Agreement.

1.2.7 Security

Spring Meadow Golf Course is in a somewhat rural area of Monmouth County. The Operator shall be responsible for crowd control due to the Operator's events. If the Operator has an emergency requiring immediate assistance, 911 must be called. Otherwise, the Operator shall be responsible for its own security and at Operator's sole expense.

The Operator shall be solely responsible for security of the Inn and Halfway House against burglary, theft, vandalism and unauthorized entry. The Inn is currently equipped with a security system. The Halfway House is not equipped with a security system. Security systems may be added or upgraded with written pre-approval from Department.

1.2.8 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 Inn, Halfway House, and Banquet/Catering 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 financial statement audits to the Department which include a CPA's highest level of assurances and verification and substantiation procedures. Financial statement compilations, financial statement reviews, or any other lower level of financial statements will not be accepted in lieu of an audit.

1.3 Key Events

The winning bidder shall meet with members of the Department within seven (7) days of the proposal award to discuss the transition of the operations at the Spring Meadow Golf Course Inn and related facilities. The winning bidder must be prepared to assume full operation of the Inn on the Effective Date of the Agreement on or before July 1, 2016.

1.3.1 Questions and Inquiries

The Department will only accept written questions and inquiries from all potential bidders receiving this RFP. Questions may be submitted in writing only, via email, to the Department at the following address:

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

Send email to:
officeofleases@dep.nj.gov

The Department shall respond to all questions submitted via email on Department's website.

1.3.1.1 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 Subsection 1.3.2 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 & Concessions as set forth in 1.3.1. 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.

1.3.1.2 Question Protocol

Questions must be submitted in writing to the attention of the Manager of the Office of Leases & Concessions. Written questions must 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 & Concessions. However, oral explanations or instructions given over the phone shall not be binding upon the State. Bidders shall not contact the State Park Service or any other office within the Department directly, in person or by telephone, concerning this RFP.

1.3.2 Mandatory Pre-Bid Meeting and Site Visit

A Mandatory Pre-Bid Meeting and Site Visit (“Meeting”) has been scheduled for this procurement and will be composed of the following:

1. Mandatory Site Visit at the Spring Meadow Inn will be held April 22nd, 2016 from 10:00 a.m. to 11:00 a.m.
2. Mandatory Pre-Bid Meeting will be held on April 22nd, 2016 at 11:30 a.m. at the Allaire State Park Office Conference Room. **This will be the cut-off for the submission of questions.**

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

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 Inn and Halfway House.

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.

1.4 Additional Information

1.4.1 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 Subsection 1.3.2) will be posted on the Office of Leases & Concessions website:

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.

1.4.2 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.

1.4.3 Issuing Office

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

1.4.4 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.

1.4.5 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 operation of the Inn and Halfway House.

1.4.6 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 and subject to the Open Public Records Act. Interested parties may schedule an appointment with the Manager to inspect proposals received in response to this RFP.

1.4.7 Bid and Performance Security

Neither bid nor performance security is required.

1.4.8 Price Alteration

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

1.4.9 Causes for Rejection

In addition to the reasons for rejection of bid proposals mentioned throughout this RFP, proposals may 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 that 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 that there are false or misleading statements in the submittal;
- g. Bidder has not provided the Department with 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. "Department" or "State" shall mean the State of New Jersey, Department of Environmental Protection.
- b. "Premises" shall mean the Spring Meadow Inn and Halfway House at Spring Meadow Golf Course, as shown on the survey map attached hereto as Exhibit A.
- c. "Banquet/catering services" shall mean the serving of food and drink at events wherein admittance is by invitation or ticket and includes, but is not limited to, 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.
- d. "Operating 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.
- e. "Operator" shall mean the winning bidder to this Request for Proposal that enters into an Operating Agreement with the New Jersey Department of Environmental Protection.
- f. "Bidder" shall mean an organization that submits a proposal in response to this Request for Proposal.

- g. “Trash” shall mean any and all garbage, rubbish, refuse and other solid waste materials.
- 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. “Personal property” shall mean equipment, tables, chairs, linens, china, glassware, silverware, artwork, and any other personal property necessary for the maintenance, management and operation of the Inn in accordance with this RFP and the Operating Agreement, placed or used in the Inn by Operator that are not attached to and/or physically incorporated into the Inn.
- j. “Meeting” shall mean the Mandatory Pre-Bid Meeting and Site Visit.
- k. “Office” shall mean the Office of Leases & Concessions.
- l. “Manager” shall mean the Manager of the Office of Leases & Concessions.
- m. “Commissioner” shall mean the Commissioner of the New Jersey Department of Environmental Protection.
- n. “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.
- o. “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 Inn at Spring Meadow Golf Course as identified herein.
- p. “Halfway House” shall refer to a one-floor structure designed to provide the golfers “takeout/to-go” lunch-type food items, beverages, and snacks, on the golf course.

3.0 SCOPE OF WORK

The Department seeks to enter into a fifty-eight (58) month Operating Agreement (July 1, 2016 - April 15, 2021), with an organization that will perform the services set forth in this RFP and the Operating Agreement, which has been attached to this RFP as Exhibit B. Bidders should refer to both this RFP and the Operating Agreement in preparation of submitting a proposal to gain a full understanding of the services required to be performed thereunder.

In exchange for entering and performing under the Operating Agreement, the Operator shall pay the Department the two monthly rental amounts below:

- 1.) Fixed Monthly Rent: Bidders must propose the amount of fixed monthly rent that will be paid to the State each month. The **minimum** Fixed Monthly Rent proposed must be in the amount of Two Thousand Five Hundred (\$2,500) Dollars, adjusted up annually by 3%, and;
- 2.) Variable Monthly Rent: Bidders must propose the percentage of their total monthly receipts that will be paid to the State each month; the proposed percentage must be at least a **minimum** of Five (5%) Percent of the Monthly Total Gross Revenue, less sales taxes, generated by all business operations,

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 of Leases & Concessions no later than 4:00 p.m. on Friday, May 6th, 2016. 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 "Spring Meadow Inn - RFP", the Bid Due Date, and the Bidder's Name.

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 (part of Exhibit C), 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. This requirement is a precondition to entering into a valid and binding contract with the State.

4.4.1.2 Business Registration Reporting; Stock Ownership

Pursuant to N.J.S.A. 52:32-44(b), the State (including the Department of Environmental Protection) is prohibited from entering into a contract with an organization unless the contractor 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 may be cause for rejection of the bid proposal. The successful bidder who is awarded the Operating Agreement will be required to maintain a valid Business Registration with the Division of Revenue for the duration of the term of the Operating Agreement.

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 D. A current completed Ownership Disclosure Form must be received prior to or accompany the proposal. Failure to submit the form will result in rejection of the proposal as non-responsive.

Pursuant to N.J.S.A. 52:32-55(g), the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of 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 their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>.

4.4.1.3 Pay to Play

Pursuant to N.J.S.A. 19:44A-20.13, et seq. (L.2005, c.51) and specifically N.J.S.A. 19:44A-20.21, and Executive Order No. 117 (2008) the successful bidder shall not be allowed to contract with the State if the bidder: (1) makes or solicits a contribution in violation of P.L.2005, c.51; (2) knowingly conceals or misrepresents a contribution given or received; (3) makes or solicits contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (4) makes or solicits 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 to any State or county party committee; (5) engages or employs 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 bidder itself, would subject the bidder to the restrictions of P.L.2005, c.51; (6) funds contributions made by third parties, including consultants, attorneys, family members, and employees; (7) engages in any exchange of contributions to

circumvent the intent of P.L.2005, c.51; or (8) directly or indirectly through or by any other person or means, does any act which would subject the bidder to the restrictions of P.L.2005, c.51.

Further, where the bidder is a business entity, as defined by N.J.S.A. 19:44A-20.17, and the value of the Operating Agreement exceeds \$17,500, the bidder shall submit with the Operating Agreement a “Certification and Disclosure of Political Contributions Form”, certifying that the bidder has not made any contributions prohibited by P.L.2005, c.51 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, and the “Ownership Disclosure Form”. It is the successful bidder’s continuing obligation to report any contributions it makes during the term of the Operating Agreement. Additionally, unless the Operating Agreement is required by law to be publicly advertised for bids, if the bidder is a for-profit business entity, as defined by N.J.S.A. 19:44A-20.26 and the value of the Operating Agreement exceeds \$17,500, the bidder shall submit with the Operating Agreement a “Vendor Certification and Political Contribution Disclosure Form” listing its political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et al.) and that were made by the bidder during the preceding 12-month period, along with the date and amount of each contribution and the name of the recipient of each contribution. All bidders must complete and submit with their bid proposals the following enclosed forms, copies of which are attached and incorporated by reference as Exhibit C, in accordance with their instructions: (1) Ownership Disclosure Form; (2) Contractor Certification and Disclosure of Political Contributions Form (P.L. 2005, c. 51); and (3) Vendor Certification and Political Contribution Disclosure Form (P.L. 2005, c. 271). Please note that forms and instructions are also available at <http://www.state.nj.us/treasury/purchase/forms.shtml>.

Bidders further are advised of their responsibility to 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-20.13 (P.L. 2005, c.271, section 3) if the bidder receives contracts in excess of \$50,000.00 from a public entity in a calendar year. It is the bidder’s responsibility to determine if filing is necessary. Failure to so file will preclude a proposal award and 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.

4.4.2 BACKGROUND INFORMATION (Part 2)

Each bidder shall submit written answers 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; and corporate agent for service.

- 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, or which have been finalized, completed or resolved in the past 5 years?
- 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 you, 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 full details.

Each bidder also shall describe in detail its experience and expertise in providing restaurant, bar, and banquet/catering services, including the following:

- i. A description of the bidder's experience as a provider of restaurant with bar and banquet/catering services; and
- ii. A list of any other qualifications, awards or experience as a provider of restaurant with bar and banquet/catering services; and
- iii. The beginning and ending dates of each management contract or lease associated with each restaurant with bar and banquet/catering 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 Operating Agreement. The RFP and the Operating Agreement fully describe the minimum services to be provided by the Operator. The bidder must, in its proposal, present its understanding of the requirements of the RFP and Operating 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 use of the Inn 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 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 Agreement. The narrative should exemplify to the State that the bidder understands the objectives of the RFP and Agreement, the nature of the services required, and the level of effort necessary to successfully execute the services under the RFP and Agreement. The bidder's narrative further should be designed to convince the Department 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 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 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 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 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 restaurant with bar and banquet/catering services the bidder will provide;

- ii. Anticipated staffing and personnel structure;
- iii. Plans for advertising and publicizing of the Inn;
- iv. Proposed hours of operation, days and months of operation;
- v. Proposed budget including a schedule of proposed fees and prices;
- vii. Proposed improvements to any and all parts of the Premises;
- vi. Description of security including crowd control measures and handling of emergencies and closures; and
- vii. 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 fee and price schedules, the Operator in its Plan shall establish all applicable fees and prices, which will be subject to the Department's review and ultimate approval. Fees and prices should be comparable to those charged by other restaurant, bar, and banquet/catering service 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 have the Inn 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 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 Agreement, understanding that no sub-operator is allowed under any NJ DABC license issued to Operator. 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 Agreement. For each problem identified, the bidder should provide its proposed solution.

4.4.4 ORGANIZATIONAL SUPPORT & 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 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 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 should include an organization chart depicting its entire organizational structure. This chart should show the relationship of the individuals performing under the Agreement to the bidder's overall organizational structure.

4.4.4.4 Sub-Operator(s)

The Operator may not enter into any sub-operator agreements with outside entities for any operation under this RFP and Agreement without prior notification to the Department in writing. All such sub-operator agreements require prior written Departmental approval. All sub-operators must meet the requirements of this RFP, including Business Registration, pay to play and ownership disclosure.

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 Operating Agreement, the bidder should provide a comprehensive listing of restaurant, bar and banquet/catering projects similar in size and scope that it successfully has held in the past five (5) years. A description of all such projects should be included and should demonstrate how such projects relate to the bidder's ability to complete the services required under the Agreement. For each such project, the bidder should provide the name and telephone number of a contact person.

Specifically, the bidder should describe its expertise in providing restaurant, bar and banquet/catering services, including the following:

- i. a description of all restaurant, bar, and banquet/catering events it has provided or been involved with, including size, type of event, and location for each event;
- ii. a description of all restaurant, bar, and banquet/catering facilities the bidder has operated or managed; and
- iii. the beginning and ending date of each ownership, operating agreement or lease associated with restaurant, bar, and banquet/catering and event 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 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, documentation from a bank or financial institution regarding current lines of credit, and the bidder’s federal employer information number (FEIN);
- ii. Certified financial statements which include a balance sheet, income statement and statement of cash flow, assets, liabilities, net worth, revenues and receipts, expenses, profit or loss, and all applicable notes 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 shall be provided, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements.

4.4.5 MONETARY PROPOSAL (Part 5)

The bidder must submit a monetary proposal. Failure to submit a monetary proposal shall 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.) a Fixed Monthly Rent: the **minimum** fixed monthly rent proposed shall be in the amount of Two Thousand Five Hundred (\$2,500) Dollars or greater; &

- b.) a Variable Monthly Rent: percentage of the total gross receipts of at least the **minimum** percentage amount of five percent (5%) that will be paid to the Department each month (e.g. if the successful bidder proposes a percentage of five percent (5%), the successful bidder shall be required to remit five percent of total gross receipts to the Department monthly). Bidders are encouraged to propose a greater percentage; however, the bids of bidders that propose less than five percent shall be thrown out. Bidders may also propose a graduated percentage rent based on the total gross receipts starting from a minimum of 5%.

For purposes of this RFP and the Agreement, total gross receipts shall be defined to include all sales at the gross selling price of food, alcoholic and non-alcoholic beverages, and items of every character sold in, upon, or through any part of the Inn by Operator or any sub-operator(s), including, but not limited to, all revenues and sales related to the operation of restaurant with bar, snack shack, mobile food carts, and banquet/catering events and gross charges for all services to customers or patrons, performed by Operator or any sub-operator(s), in, upon, or through any part of the Inn, 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 Operator and remitted to New Jersey taxing authorities with respect to each Term Year of the 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 specifically in writing in the bid proposal the changes, modifications or exceptions proposed. 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 of a contractor purchase agreement. 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).

5.0 OPERATING AGREEMENT

5.1 Precedence of Agreement Terms and Conditions

The Agreement ultimately 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, the executed Agreement, and all exhibits to the 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 Agreement shall be for a period of Fifty-Eight (58) months (July 1, 2016 – April 15, 2021), unless earlier terminated pursuant to the terms of the Agreement. The anticipated Effective Date will be provided in the 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.

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

5.3 Insurance

The successful bidder shall, at its sole cost and expense, obtain and maintain at all times during the Term of this Agreement, insurance of the types and in the amounts hereinafter provided:

- (i) Commercial General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability. Limits of liability shall be maintained at the level of One Million (\$1,000,000.00) Dollars for each occurrence of bodily injury and property damage liability and a Two Million (\$2,000,000.00) Dollars annual aggregate; and
- (ii) Property insurance to cover loss or damage on an "all risk" of physical loss form of coverage against fire, water, wind, storm, loss, theft, and damage on any structures on the Leased Premises and all fixtures, equipment, and other property attached thereto and/or physically incorporated therein and the contents owned by Tenant and located in or on the Leased Premises. Said insurance shall be in an amount not less than the full value of such structures, fixtures, equipment, and contents. The value of said structures, fixtures, equipment, and contents shall be determined by Tenant using whatever procedures Tenant considers appropriate. Said policy shall be written so as to provide that the insurer waives all right of subrogation against Department in connection with any loss or damage covered by the policy; and
- (iii) Worker's Compensation applicable to the Laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Million (\$1,000,000.00) Dollars per occurrence for bodily injury liability and One Million (\$1,000,000.00) Dollars occupational disease per employee with an aggregate limit of One Million (\$1,000,000.00) Dollars occupational disease; and
- (iv) Comprehensive Automobile Liability to cover bodily injury and property damage with limits of not less than \$1,000,000.00 per person or per occurrence for all vehicles used on the Property. Coverage must include hired and non-owned vehicles. A MCS-90 certificate shall be filed with the

State of New Jersey if hazardous materials or waste will be transported during the performance of work; and

- (v) Such other insurance and in such amounts as may from time to time be reasonably required by Department.

B. Tenant shall require any person providing any service and/or conducting any activity on the Leased Premises as part of Tenant's use and occupancy thereof to secure and maintain in force at all times during the provision of any service and/or conduct of any activity thereon as part of Tenant's use and occupancy of the Leased Premises, insurance coverage of the types and in at least the minimum amounts required under subparagraph A.

C. All policies of insurance shall provide that the proceeds thereof shall be payable to Department and Tenant as their respective interests may appear. All insurance coverage required to be maintained by Tenant on the Leased Premises in accordance with this Lease Agreement shall be issued by an insurance company authorized and approved to conduct business in the State of New Jersey and shall name the **"State of New Jersey, Department of Environmental Protection"** as an additional insured.

D. When Tenant returns this Lease Agreement, signed by Tenant, to Department for signature, Tenant shall provide Department with a certificate of insurance evidencing that Tenant has obtained all insurance coverage in accordance with this Lease Agreement. A copy of the certificate of insurance shall be attached to this Lease Agreement. Failure to provide a certificate of insurance at the time of Tenant's execution of this Lease Agreement shall render this Lease Agreement null and void. The certificate of insurance shall provide for thirty (30) days' notice, in writing, to Department prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Lease Agreement. Tenant also shall provide Department with valid certificates of renewal of the insurance upon the expiration of the policies so that Department is continuously in possession of current documentation that Tenant has obtained and is maintaining in full force and effect all insurance required under this Lease Agreement. Tenant also shall, upon request, provide Department with copies of each policy required under this Lease Agreement certified by the agency or underwriter to be true copies of the policies provided by Tenant. Tenant shall not allow any contractor or subcontractor to engage in any activity on the Leased Premises without first submitting to Department a current certificate of insurance showing that the contractor or subcontractor has obtained insurance coverage in accordance with the requirements of this Lease Agreement. Tenant shall deliver the certificates to Department's address in this Lease Agreement.

E. Tenant expressly understands and agrees that any insurance protection required by this Lease Agreement shall in no way limit Tenant's indemnification obligations assumed in this Lease Agreement and shall not be construed to relieve Tenant from liability in excess of such coverage, nor shall it preclude Department from taking such other actions as are available to it under any provision of this Lease Agreement and as otherwise provided for at law or in equity.

F. In the event (i) Tenant fails or refuses to renew any of its insurance policies or to provide the Department with timely certificates of insurance showing that Tenant is maintaining insurance coverage in full force and effect to the extent required by this Lease Agreement or (ii) any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this

Lease Agreement, the Department shall consider Tenant to be in default and terminate this Lease Agreement.

G. The limits of insurance policies described in this Paragraph shall be reviewed by Department and Tenant every two (2) years. Tenant shall increase the limits of said policies to meet changed circumstances including, but not limited to, changes in the United States Consumer Price Index and changes indicated by the course of plaintiffs' verdicts in personal injury actions.

5.4 Indemnification

The successful bidder for itself, its successors, and assigns, assumes all risks and liabilities arising out of bidder's possession, operation, maintenance, and improvement of the Inn and Halfway House. The successful bidder covenants to defend, protect, indemnify, and save harmless the Department and releases the Department and each 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 Inn, or in any manner growing out of or connected with the bidder's use, nonuse, condition, or occupancy of the Premises;
- b. Violation of any agreement or condition of the 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 Inn or any federal, State, or local law, ordinance, or regulation affecting the Inn and/or bidder's possession, use and occupancy 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 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 attached Agreement.

5.5 Claims and Remedies

5.5.1 Default; Department's Remedies On Default

A. Operator shall comply with the terms and conditions of the accompanying Operation Agreement. The failure to comply, and/or the existence of any condition which the Department determines to be in violation of the terms and conditions of the Operation Agreement, shall be

considered a default, in which event the Department may terminate the Operation Agreement. Default shall include

- (i) Operator's failure to: (a) pay, when due, any Fixed Rent, Variable Rent, or other sums required to be paid by Operator hereunder; and/or (b) obtain and maintain all the insurance coverage on its part to be obtained and maintained under the Operation Agreement or to provide the Department with certificates of insurance documenting that Operator has obtained and is maintaining such insurance coverage and continuation of such failure under (a) or (b) above for a period of five (5) days after Operator's receipt of written notice thereof from the Department served by Certified Mail, Return Receipt Requested. If such violation is not cured within said five (5) day period, termination shall, in the sole discretion of the Department, be effective at the conclusion thereof; or
- (ii) Operator's failure to perform and/or comply with any of the other covenants, agreements, and conditions contained in the Operation Agreement. Upon receipt of a written notice of termination for violation served by Certified Mail, Return Receipt Requested, Operator shall have fifteen (15) days to begin to cure such violations as the Department shall describe therein and shall have an additional fifteen (15) days to substantially cure said violations. If the violations are not substantially cured within said thirty (30) day period, termination shall, in the sole discretion of the Department, be effective at the conclusion thereof and Operator shall be required to vacate the premises and remove Operator's personal property. In the event that the conditions which give rise to the default are of such nature that they cannot reasonably be remedied within the 30-day notice period, then such default shall not be deemed to continue so long as Operator, after receiving such notice, proceeds to remedy the default as soon as reasonably possible within the 30-day notice period and continues to diligently take all steps necessary to complete such remedy within a reasonable period of time and provides the Department with status updates about the measures underway to remedy default.

B. Operator's failure to obtain or, once obtained, maintain a liquor license from the New Jersey Division of Alcohol Beverage Control is a default and will result in the Department terminating this Operation Agreement. Immediately upon receipt of an Order of Revocation, Operator shall so notify the Department. An Order of Revocation from the New Jersey Division of Alcohol Beverage Control Board shall constitute a default under A(i), above, and trigger the Department's available remedies under this Paragraph.

C. Upon default, Operator shall only remove Operator's personal property.

5.5.2 Claims

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

B. Final decisions concerning all disputes relating to contract award rescission, contract interpretation, contractor performance and/or contract reduction, suspension or termination

shall 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.

C. 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.

5.5.3 Remedies

Nothing in the contract 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. 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 contracts or purchase 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 & 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.

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 Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). The MacBride Principles Certification and Iranian Investment Activities Certification forms can be found in Exhibit C.

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 are hereby incorporated by reference.

Additional terms can be found in the Agreement at Exhibit B.

5.10 Applicable Law and Jurisdiction

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

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 Group.

6.2 Oral Presentation and/or Clarification of Proposal

After submission of proposals, unless requested by the Department as noted below, bidder contact with the Department is still not permitted.

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. **A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies of material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.**

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 of the Office of Leases & Concessions 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. The evaluation criteria categories may be used in developing more detailed evaluation criteria for the review process:

- 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 Agreement;

- iii. The bidder's documented experience in developing and administering event and catering facilities;
- 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 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 Operating 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 (rent). 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 State Park Service 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. Aerial Map of Spring Meadow Inn
- A1. Aerial Map of Halfway House's location on Golf Course
- A2. Floor Plan of Spring Meadow Inn (First & Second Floor)

- B. Operating Agreement (proposed)

- C. Information Sheet and Certification for Delegated Purchasing Authority Transactions (17 Pages)

- D. Equipment List (Last updated November 2004)