



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

Request for Proposal

**Operation of the
former
Jungle Habitat
Site**

West Milford Township, Passaic County

Release Date: October 5, 2016

**Mandatory Pre-Bid
Meeting and Site Visit,
and Written Question
Cut-Off Date:**

October 18, 2016

Bid Submission Due Date: November 15, 2016 by 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), 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 mountain biking recreational activities at the former Jungle Habitat site (Jungle Habitat), located in the Township of West Milford, County of Passaic, New Jersey. The area of Jungle Habitat available for mountain bike recreational activities is shown on the map attached hereto as Exhibit A.

It is the goal of the State to provide a mountain bike recreational facility that will use the current trail system and/or create new trails that will not impede or impact the surrounding land and habitat, and will be operated by an operator with the expertise and resources to provide quality recreational services at competitive prices. In addition, the Department is seeking an operator that will hold recreational events at Jungle Habitat to generate additional revenue. To satisfy this goal, the Department intends to enter into an Operation Agreement with an organization that has the demonstrated financial capacity and experience to provide the successful operation of a recreational business over the life of the agreement.

The winning bidder (Operator) shall enter into a ten (10) year Operation Agreement with one option to renew for an additional ten-year period for a total of twenty years. The term is 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 receipt of funds for and commencement of improvements to Jungle Habitat; the continued use of Jungle Habitat is consistent with reasonably anticipated plans for development or use of Jungle Habitat by the Department; and the renewal is in the public interest. The proposed Operation Agreement is attached hereto as Exhibit B.

As consideration for entering into the Operation Agreement, the successful bidder shall pay the State \$12,000 as an annual fixed rent, adjusted annually by three (3%) percent, plus a percentage of its annual gross receipts. Bidders must propose the percentage of their annual gross receipts that will be paid to the State as the variable rent; the proposed percentage must be at least eight percent (8%). The winning bidder shall be the qualified, responsible, and experienced bidder whose proposal is most responsive to the State's goals, 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 an Operation Plan setting out in detail how they propose to operate Jungle Habitat. The winning bidder shall be the qualified, responsible, and experienced bidder whose proposal is most responsive to the State's goals, price and other factors considered.

1.2 Background

Jungle Habitat is an 800-acre former animal park located in West Milford, east of an old quarry and Greenwood Lake Airport, south of Long Pond Ironworks State Park, and north of Norvin Green State Forest. In 1972, Warner Brothers purchased the land, named it Jungle Habitat,

and exhibited a variety of animals in a zoo like setting including a drive-through animal enclosure, a dolphin pool and show, stage shows, and the like. It closed in 1976, and the State acquired the property in 1998 with Green Acres funding to preserve the open space and to add to the State's recreational lands. None of the structures have survived except for the parking lots, some gates, decaying structures (such as former animal enclosures), and some of the paved roads throughout the property. Any still-standing structures shall be considered unstable and dangerous. The State has permitted the use of the parking lots by the Township of West Milford for July 4th fireworks and by various mountain biking enthusiasts. There are a few mountain bike trails throughout the park that were created by the State Park Service and/or in conjunction with biking organizations. All previous use has been pursuant to a State Park Service issued Special Use Permit. It is only at this juncture that the State has received enough interest in the property to seriously consider the best recreational use of the property that can generate funds for the State.

Because Jungle Habitat was purchased using Green Acres funding, the use of the land must be for recreational activities. Additionally, Jungle Habitat is located in the Highlands and any potential development on the property is subject to the Highlands Water Protection and Planning Act, N.J.S.A. 13:20-1, et seq. Also, because of a stream running through the site, and the location of endangered and threatened species of plants and animals, development of the site is limited to the parking lots within the property and such trails as the Department may approve.

1.2.1 Structures, Facilities, and Parking

As stated above, all structures at the Jungle Habitat are in an advance state of deterioration. The Department presently maintains a large entrance gate to the facility and the facility includes approximately 11 miles of single-track trails designed for bicycle, equestrian, and foot traffic, as well as 30 acres of asphalt parking lots. Proposals for development of the property should consider that there are no bathrooms or other facilities. Any proposed use of the park should consider the installation of facilities, either semi-permanent or mobile, to provide bathrooms and other amenities. Bidders should also be aware that there are no utilities at the site, i.e, there is no water, electric and sewer.

The parking lots encompass 30 acres to the south west of the main gate. The parking lots can accommodate up to 2000 cars or a lesser number of trucks, buses, or cars with trailers. The parking lots have not been repaired or maintained and have many cracks with weeds growing through them. The successful bidder shall be responsible to improve and maintain Jungle Habitat, including the main gates, the parking lots, the trails, and any added structures, facilities, amenities and utilities within the area identified in Exhibit A. The Operator shall receive a key to the gate. Upon the end of the term of the Operation Agreement, Operator shall surrender the gate key to the Department.

Bidders shall explain what changes or improvements they propose to make to the site during the term of the agreement, keeping in mind that improvements may only be made to the existing parking lots and existing trails may be enhanced or new trails created only with and subject to the Department's approval.

1.2.2 Land and Roads

The entry road into Jungle Habitat, off of Airport Road, is a single lane paved road that provides limited access due to the inability of the local roads to handle a huge influx of cars. The

Operator is strongly encouraged to work cooperatively with local authorities on road management issues especially access for emergency vehicles.

Additionally there is a right of entry/easement through the property for a utility company and there's a steep cliff where the quarry was located. Both of these property characteristics have been identified on the attached map at Exhibit A.

1.2.3 Maintenance/Trash

The Operator shall be required to perform routine maintenance and repairs of the main gates, the trails, the parking lots, and any other parts of Jungle Habitat, including any utilities the Operator needs as outlined in Section 1.2.4. The clearing of snow and ice from the roadways, parking lots and walkways associated with Jungle Habitat shall be the sole responsibility and at the sole expense of the Operator. If the Operator determines that ice patches should be salted for safety reasons, the Operator shall do so at the Operator's sole expense.

The Operator shall be solely responsible for all trash removal from the lands, parking lots, and areas shown in the map at Exhibit A, and, because black bear are known to live in and near Jungle Habitat, the Operator shall be responsible for providing bear-resistant trash bins/dumpsters for the Operator's use and at the Operator's sole expense. Trash removal from the dumpster(s) shall be the Operator's responsibility and at the Operator's sole expense. The Operator shall participate in and comply with all applicable recycling programs in effect in West Milford Township and/or Passaic County.

1.2.4 Utilities

Because Jungle Habitat has been closed for many years, the activities as a part of this RFP at Jungle Habitat are different than the historical usage of the property, and the Department has not maintained the utilities, the Department has no historical data pertaining to the actual costs of the utilities by prior owners. Bidders must make their own determinations as to the types of utilities required for the proposed activities and should consider what the costs may be to them based on their prior experience. The successful bidder shall be solely responsible for paying for all utility usage for Jungle Habitat as well as all costs to maintain and repair the utility systems.

(i) Electricity.

Jersey Central Power & Light (JCP&L) is the electrical provider of the area encompassing Jungle Habitat. There are utility poles on the property, but many have fallen and need repair/replacement. The Operator shall be solely responsible for obtaining new utility poles, lines and related infrastructure through JCP&L, and the Operator shall be solely responsible for paying for the electricity usage at the property. Additionally, Operator shall be solely responsible for the costs, maintenance and repair of the electricity and electrical systems.

(ii) Water and Sewer.

There is no public water or sewer service at Jungle Habitat. If water and sewer services existed at Jungle Habitat at one time, they would have been decommissioned long

ago. The Operator will have to obtain water through whatever means necessary for Operator's business to meet public health requirements, but at no time will the Department allow the Operator to use the decommissioned public water service nor will the Operator be allowed to drill a well. The Operator will not be allowed to discharge any human waste and/or waste water onto the property nor will he Operator be allowed to open and use the decommissioned sewer service. Operator shall be solely responsible for obtaining water for Jungle Habitat and for the cost of obtaining the water, and the Operator shall be solely responsible for disposing of all human waste and waste water from Jungle Habitat and for the costs of disposing of the human waste and waste water.

NOTE: Because of the water and sewer issues at Jungle Habitat, the Department will not authorize the building of permanent structures at Jungle Habitat. All proposed structures must be semi-permanent or mobile such that they can be easily moved or removed from the site with little to no repair needed to the site to return it to its pre-condition. The operator shall be responsible for the installation of all semi-permanent or mobile structures at the beginning of the Operation Agreement and shall be responsible for their removal at the expiration or termination of the Operation Agreement. All water must be brought in separately and all human waste and waste water must be removed from Jungle Habitat and may not be discharged at Jungle Habitat.

1.2.5 Improvements

The Operator may make permanent and semi-permanent improvements to Jungle Habitat. Each bidder shall explain changes the bidder proposes to make to Jungle Habitat as a part of the bidder's proposal, including the trail improvements and new trails, semi-permanent or mobile structures, facilities, etc. See section 4.4.3.2.vii. Permanent improvements may only be of trails. Structures, facilities, or buildings must be semi-permanent or mobile and capable of removal from Jungle Habitat.

NOTE: Whenever the Operator plans on making improvements to Jungle Habitat, the Operator shall initially submit design documents to the Department showing the proposed improvements, expected costs, and expected timeline for completion of the improvements. Upon written conceptual approval from the Department the Operator shall be solely responsible for preparing construction plans and specifications. All plans and specifications must be professionally prepared, signed and sealed by the appropriate professional: architect, landscape architect, or engineer. The Operator shall be required to obtain all federal, State and local approvals required prior to undertaking any improvements. All improvements made or added to Jungle Habitat shall be maintained and repaired by the Operator. Permanent improvements shall become the property of the Department at the end of the Operation Agreement. The Department will not be responsible for any improvements should the Operator not undertake them.

The Operator shall be responsible to obtain and pay for all necessary permits for the making of improvements at Jungle Habitat and shall pay Prevailing Wage for all construction projects. The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement.

- (i) Signage

The Operator may place one permanent sign at the entrance to Jungle Habitat off Airport Road, and shall place such permanent and semi-permanent signs as detailed in the Operator's bid and/or improvement plans with Department approval and at Operator's expense.

(ii) Lighting

Operator may add exterior lights to the trails and parking lot areas with the Department's approval.

1.2.6 Personal Property

The Operator shall be solely responsible for providing all equipment and other such personal property (as defined below) necessary to operate as a mountain biking recreational activities park under this RFP.

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. Operator may update this list as necessary, and the most updated list shall be attached to, and become a part of, the Operation Agreement.

1.2.7 Security

Jungle Habitat is in a rural area of Passaic County. Because Jungle Habitat is currently closed to the public, and the State Park Police are not located nearby, there has been no need for a State Park Police presence. The Operator shall be solely responsible for security at Jungle Habitat and the costs for security, as well as crowd control necessary for 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 Jungle Habitat against burglary, theft, vandalism and unauthorized entry. The Operator shall contact the Department whenever an incident occurs at Jungle Habitat and make a report by calling 1-877-WARN-DEP (877-927-6337).

The Operator will receive a key or set of keys to the main gate at Jungle Habitat. If the Operator chooses to replace the main gate lock, or add a secondary gate anywhere within Jungle Habitat, the Operator shall provide a key or keys or the passcode to the Department so the Department has unimpeded access to Jungle Habitat at all times.

1.2.8 Alcohol License

The Operator shall be allowed to secure an Annual State Permit from the New Jersey Division of Alcoholic Beverage Control (NJ ABC), for the service and consumption of alcoholic beverages in any semi-permanent facility and, if allowed by NJ ABC, an outdoor fenced-in area. Because this is State-owned land, the successful bidder must obtain the license from the NJ ABC and not from the local municipality.

It is the intent of the Department that alcoholic beverage service be associated with the service of food, precluding bar service. 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 ABC. 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 in any way and Operator shall be expected to perform under this Operation Agreement.

1.2.9 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 Jungle Habitat 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 annual 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. A final audit will be required after the Operation Agreement expires or is terminated.

1.3 Key Events

The winning bidder shall meet with members of the Department within seven (7) days of the proposal award. The winning bidder must be prepared to assume full operation of Jungle Habitat on the date the Assistant Commissioner executes the Operation Agreement.

1.3.1 Questions and Inquiries

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

officeofleases@dep.nj.gov

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 via email prior to the Meeting. It is requested that bidders with long, complex, or multiple-part questions submit them via email 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 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 the Division of Parks and Forestry or any other branch of 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. The Meeting will be held at **Jungle Habitat** on **Tuesday, October 18, 2016 at 11 a.m.**

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 Jungle Habitat.

Any revisions to the RFP resulting from the Meeting will be formalized and distributed to attendees as written addenda to the RFP. Answers to deferred questions also will be distributed to attendees as written addenda to this RFP. All revisions and responses to questions will be posted on the Office of Leases and Concessions website.

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 and 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 and Concessions. The Manager of the Office of Leases and 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 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 Jungle Habitat.

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 with the filing of an Open Public Records Act request with the Department.

1.4.7 Bid and Performance Security

Neither bid nor performance security is required for this RFP.

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 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 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. Bidder has failed to include any required information with the submittal;
- e. The Department has determined there are false or misleading statements in the submittal;
- f. Bidder has not provided a valid New Jersey Business Registration Certificate.

Also, the Department may reject any and all bids for the following reasons:

- a. The Department has determined there is an actual or perceived conflict of interest;
- b. Bidder has failed to disclose a potential conflict of interest.

2.0 DEFINITIONS

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

- a. “Annual Gross Receipts” shall mean 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 Jungle Habitat by Operator or any sub-operator(s), including, but not limited to, all revenues and sales related to the operation of mountain biking recreational activities 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 Jungle Habitat, 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 Operation Agreement.
- b. “Department” or “the State” shall mean the State of New Jersey, Department of Environmental Protection.
- c. “Jungle Habitat” shall mean the approximately 800 acre lot located in West Milford, Passaic County, New Jersey, including the current trails and parking lots, as shown on the survey map attached hereto as Exhibit A.
- d. “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.
- e. “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.
- 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 or trail.
- i. “Personal property” shall mean equipment, bicycles, additional operating equipment and any other personal property necessary for the maintenance, management and operation of Jungle Habitat in accordance with this RFP and the Operation Agreement, placed or used in Jungle Habitat by Operator that are not attached to and/or physically incorporated into Jungle Habitat.
- j. “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.
- k. “Meeting” shall mean the Mandatory Pre-Bid Meeting and Site Visit.
- l. “Division” shall mean the Division of Parks and Forestry.
- m. “Office” shall mean the Office of Leases and Concessions.
- n. “Manager” shall mean the Manager of the Office of Leases and Concessions.
- o. “Commissioner” shall mean the Commissioner of the New Jersey Department of Environmental Protection.
- p. “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.
- q. “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 Jungle Habitat as identified herein.

3.0 SCOPE OF WORK

The Department seeks to enter into a ten-year Operation Agreement, with one ten-year renewal term for a maximum term of twenty 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 submitting a proposal to gain a full understanding of the services required to be performed thereunder.

In exchange for entering and performing under the Operation Agreement, the Operator shall pay the Department a fixed annual rent of \$12,000, which will be adjusted up by three percent (3%)

annually, plus a percentage of at least eight percent (8%) of the annual gross receipts as proposed by bidder as the variable rent.

3.1 Required Services

The successful bidder shall be required to provide, at a minimum, the following services:

- a. Paid mountain biking access to the current trails at Jungle Habitat, reserving the trails, marked as “Public” on the Map attached hereto as Exhibit A, for free public access;
- b. A progression of trails for beginners through experienced riders;
- c. An area for children only to mountain bike;
- d. Creation of additional trails, built in accordance with International Mountain Bicycling Association or equivalent trail building standards;
- e. Installation of facilities for bathrooms;
- f. Appropriate gates and fencing.

3.2 Optional Services

The Department encourages the use of Jungle Habitat for recreational uses beyond mountain biking. The successful bidder may provide the following services, or may propose additional services or events:

- a. Educational services and classes;
- b. Hiking and running trails;
- c. Winter recreational activities in addition to or as an alternative to mountain biking;
- d. Equestrian activities;
- e. Recreational and Other Events. Recreational Events may be geared toward mountain biking or any recreational activity, other than motorized recreation. Motorized vehicle or off-road vehicle activities or events are not permitted at Jungle Habitat;
- f. Timed races for any recreational activity;
- g. Sponsorships. Operator may obtain sponsorships of events, trails, and structures but at no time may the Operator obtain sponsorship for Jungle Habitat and thereby rename Jungle Habitat;
- h. Food;
- i. Customer service enhanced amenities.

Bidders shall propose additional services or events as options in their bid submissions.

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 **4:00 p.m. on Tuesday, November 15, 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 "Jungle Habitat RFP", the Bid Due Date, and the Bidder's Name. The proposal shall be submitted to the following address:

Department of Environmental Protection
Natural & Historic Resources
Office of Leases & Concessions
Attn: George A. Chidley, Manager
Mail Code 501-04C
P.O. Box 420
Trenton, New Jersey 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 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, 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 will be cause for rejection of the bid proposal.

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 preclude the award of a contract.

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. (P.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 of 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 Operation Agreement exceeds \$17,500, the bidder shall submit with the Operation 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 Operation Agreement. Additionally, unless the Operation 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 Operation Agreement exceeds \$17,500, the bidder shall submit with the Operation 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 D, 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?
- 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 (NJ ABC) and has had the license suspended or revoked?
- xvi. Has your organization or any of its officers, principals or owners ever possessed a liquor license issued by the NJ ABC and has been fined by the NJ ABC?
- xvii. Has your organization or any of its officers, principals or owners that possessed a liquor license from any other issuing authority and had the issuing authority revoke or suspend the liquor license for any reason?

If the answer to any questions “iv” through “xvii” is yes, please provide details.

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

- i. A description of the bidder's experience as a provider of events and event services;
- ii. A list of any other qualifications, awards or experience as a provider of events and event services; and
- iii. The beginning and ending dates of each management contract or lease associated with each event and event 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 use of Jungle Habitat as described in this RFP. This section of the bidder's proposal should contain at least the following information:

4.4.3.1 Operation Plan

Each bidder shall submit an Operation Plan containing a complete description of how the bidder intends to fulfill its obligations under the RFP and Operation Agreement, in narrative format. The Operation 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 convince the Department that the bidder's Operation 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 Operation Plan should identify and fully detail the following:

- i. Description of the services the bidder will provide; including descriptions of events the park will be used for and if rented to outside subcontractors;

- ii. Anticipated staffing and personnel structure;
- iii. Plans for advertising and publicizing the opening of Jungle Habitat;
- iv. Proposed hours of operation and months of operation;
- v. Proposed budget including a schedule of proposed fees and prices;
- vii. Proposed improvements to any and all parts of Jungle Habitat;
- vi. Proposed optional services to be provided by the bidder;
- vii. Description of security including crowd control measures for events and handling of emergencies and closures; and
- viii. 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 mountain biking recreational activities providers in the area.

4.4.3.3 Mobilization and Implementation Plan

The bidder must include as part of its proposal a detailed mobilization and implementation plan, beginning with the date of notification of the proposal award. The mobilization and implementation plan must 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 Jungle Habitat operational and by what date.
- ii. The bidder must submit a plan for the purchase and distribution of semi-permanent or mobile structures, 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. Bidders must explain in detail how any sub-operator identified will be involved in the mobilization and implementation plan. All sub-operators are subject to the same conditions and disclosures as the bidder and must be approved by the Department prior to the bidder contracting with any sub-operator(s).

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. Bidders shall include the names and addresses of agents for service of legal documents.

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 should 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 not enter into any sub-operator agreements with outside entities for the operation of mountain biking recreational services under this RFP and Operation Agreement without prior notification to the Department in writing. All such sub-operator agreements require prior Departmental approval. Sub-operators are subject to the same conditions and disclosures as the bidder.

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 should provide a comprehensive listing of mountain biking

recreational services 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 Operation 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 recreational and event services, including the following:

- i. a description of all events it has provided or been involved with, including size, type of event, and location for each event;
- ii. a description of all event facilities the bidder has operated or managed; and
- iii. the beginning and ending date of each ownership, operating agreement or lease associated with recreational 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 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, 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 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 percentage of the annual gross receipts of at least eight percent (8%) that will be paid to the Department as variable rent (e.g. if the

successful bidder proposes a percentage of eight percent (8%), the successful bidder shall be required to remit eight percent of all gross receipts to the Department as variable rent). Bidders are encouraged to propose a greater percentage; however, the bids of bidders that propose less than eight percent shall be thrown out.

For purposes of this RFP and the Operation Agreement, annual 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 Jungle Habitat by Operator or any sub-operator(s), including, but not limited to, all revenues and sales related to the operation of mountain biking recreational activities 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 Jungle Habitat, 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 Operation Agreement.

4.4.6 Changes to Terms and Conditions (Part 6)

A bidder may propose changes or modifications or takes 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. 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 OPERATION AGREEMENT

5.1 Precedence of Agreement Terms and Conditions

The Operation 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 Operation Agreement, and all exhibits to the 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 Agreement shall be for a period of ten (10) years, 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. Provided that Operator has satisfactorily complied with the terms, covenants, or conditions herein provided or pursuant to law and no event of default has occurred, and Operator has received financing for and begun the Improvements during the Initial Term and received Departmental approval for such improvements, Operator shall have the option to renew for one additional ten-year term, for up to a total of twenty (20) years, by the mutual written agreement by the Operator and the Department.

The Department reserves the right to disapprove renewal if it determines in the Department's sole discretion that Operator has not satisfactorily complied with the terms, covenants, or conditions of the Agreement; Operator has not received financing for and begun improvements during the Initial Term; continuation of the Agreement is not consistent with reasonably anticipated plans for development or use of Jungle Habitat by the Department; or renewal is not otherwise in the public interest.

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 Jungle Habitat 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.

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:

- a. Commercial General Liability & Property Damage \$5,000,000.00
- b. Worker's Compensation
 - i. Bodily Injury each occurrence \$1,000,000.00
 - ii. Disease each employee \$1,000,000.00
 - iii. Disease aggregate Limit \$1,000,000.00
- c. Such other insurance and in such amounts as may from time to time be reasonably required by the Department.
- d. If issued a liquor license by the New Jersey Division of Alcohol Beverage Control, the successful bidder shall procure such insurance, with the Department as an additional insured, that shall include but not be limited to the sale and service of alcohol.

All insurance coverage shall be issued by an insurance company authorized and approved to do business in New Jersey and shall name the State of New Jersey, Department of Environmental Protection, as an additional insured.

The successful bidder shall provide the Department with a certificate of insurance evidencing that all insurance coverage has been obtained. Failure to provide a certificate of insurance by the execution of the Agreement shall render the Agreement null and void. The certificate of insurance shall provide for sixty (60) days' notice, in writing, to the Department prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained. The successful bidder shall also provide the Department with valid certificates of renewal of the insurance upon the expiration of the policies so that the Department is continuously in possession of current documentation.

Any insurance protection shall in no way limit the successful bidder's indemnification obligations in this RFP and Agreement.

Additional terms and conditions regarding insurance can be found in the Agreement attached hereto as Exhibit B.

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 Jungle Habitat. 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 Jungle Habitat, or in any manner growing out of or connected with the use, nonuse, condition, or occupancy of Jungle Habitat;
- 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 Jungle Habitat or any federal, State, or local law, ordinance, or regulation affecting Jungle Habitat 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 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 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 Taxes and Assessments

During the term of the Operation Agreement, the Operator shall promptly pay when due all taxes and/or assessments, together with interest and penalties thereon that are levied upon or assessed by any government body by reason of the Operator's operation of the Operational Area. Operator immediately shall forward any notice of such tax payment to Department and any notice of assessment, tax bill, or any other notice, correspondence or document relating to local property taxation of the Operational Area to the Department.

5.7 Prevailing Wage Act

The Operator shall 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. The Operator 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 Operator must comply with the federal requirements.

5.8 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.

5.9 MacBride Principles

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 E.

5.10 Iran Certification

Bidder shall certify, pursuant to Public Law 2012, c. 25, 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 P.L. 2012, c. 25 (“Chapter 25 List”). The Iran Certification form can be found at Exhibit E

5.11 Americans with Disabilities Act; Anti-discrimination

The Operator 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 Operator 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.

5.12 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.

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. 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 outdoor recreational events and 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 Operation Plan;
- vi. The bidder's availability and commitment to effectuating the 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 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. Survey Map of Jungle Habitat
- B. Operation Agreement (proposed)
- C. Affirmative Action Employee Information Report
- D. Pay to Play Forms: (1) N.J.S.A. 52:25-24.2 Ownership Disclosure Form; (2) Contractor Certification and Disclosure of Political Contributions Form (P.L. 2005, c. 51); and (3) Instructions -- Contractor Certification and Disclosure of Political Contributions (P.L. 2005, c. 51); and (4) Vendor Certification and Disclosure of Political Contribution Disclosure Form (P.L. 2005, c. 271)
- E. MacBride Principles and Iran Certification