



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

Request for Proposal

**Operation & Lease of
The Meeting House Compound
at Waterloo Village**

Byram Township, Sussex County

Release Date: December 3, 2012

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

January 9, 2013

Bid Submission Due Date: February 4, 2012

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1.0 GENERAL INFORMATION

1.1 Purpose and Intent

This Request for Proposal (RFP) is issued by the New Jersey Department of Environmental Protection (Department), Division of Parks and Forestry (Division), on behalf of the State of New Jersey (the State). The purpose of this RFP is to solicit proposals from qualified organizations to provide high-quality banquet/catering and event services at the Meeting House Compound (Compound) in Historic Waterloo Village, located in the Township of Byram, County of Sussex, New Jersey. The Meeting House Compound is located on a portion of Waterloo Village shown on the survey map attached hereto as Exhibit A.

It is the goal of the State to provide a banquet/catering and event facility, aesthetically suited to its location within an historic 19th century canal village 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 & Lease Agreement with an organization which has the demonstrated financial capacity, banquet/catering and event experience to provide operation of a quality banquet/catering and event business over the life of the agreement. This RFP is in no way limiting the types of events the successful bidder may hold at the Compound. The Department welcomes the use of the Compound for diverse events as long as those events do not violate this RFP, the Operating & Lease Agreement, or any documents made a part thereof.

The winning bidder shall enter into a ten (10)-year Operating & Lease Agreement with one option to renew for an additional ten-year period for a total of twenty years. The terms are renewable at the sole discretion of the Department, based on the Operator's compliance with the terms and conditions of the Operating & Lease Agreement, Operator receiving the funds for and beginning to make improvements to the Compound, the continued use of the Compound is not consistent with reasonably anticipated plans for development or use of Waterloo Village by the Department, and the renewal is in the public interest.

As consideration for entering the Operating & Lease Agreement, the successful bidder shall pay the State an annual fixed rent, adjusted annually by 3%, plus a threshold amount of gross receipts above which Operator will pay the State 15% of its annual gross receipts. Bidders must propose an annual fixed rent payable to the State, plus a fixed percentage of their annual gross receipts over a certain amount. The winning bidder shall be the qualified, responsible, and experienced bidder whose proposal is most responsive to the State's goal, whose plan provides a realistic means of generating revenue for the State, and other factors.

The winning bidder shall be allowed to secure a liquor license from the New Jersey Division of Alcoholic Beverage Control to sell and serve alcoholic beverages for on-premise consumption in conjunction with banquet/catering and events. The intent of this RFP is not for the day to day operation of a restaurant and/or bar but for the sale and on-premise consumption of alcoholic beverages in conjunction with events.

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

Bidders are hereby advised that the Operating & Lease Agreement executed by the successful bidder must go to the State House Commission for a final approval and that the Operating & Lease Agreement shall not become effective unless and until such approval is obtained.

1.2 Background

Waterloo Village is an intact 19th century canal village in northwestern New Jersey, at the midpoint of the Morris Canal. Its nineteen historic buildings are listed as a Historic District on the State and National Registers of Historic Places. The four-building Meeting House Compound, while not historic, lies within the Historic District and is subject to the Department's Historic Preservation Office's oversight.

Waterloo Village is located along the Musconetcong River at the southern end of Byram Township in Sussex County, eight miles north of Hackettstown in Warren County. It is situated within the Musconetcong Watershed and Allamuchy Mountain State Park, and just north of the Musconetcong National Wild and Scenic River. Waterloo Village contains remaining portions of the Morris Canal system as well as associated and adjacent structures which were constructed around the Canal and its activities.

Access to Waterloo Village and the Compound may be restricted during the winter months as winter storms may force the closure of Waterloo Road, other roads in the area, and/or the roads within Waterloo Village. The Department is not responsible for ensuring the roads are passable or open to the successful bidder. The Department is not responsible for power outages or other interruptions that occur due to downed trees and/or power lines. In addition, there may be other circumstances which force the closure of a State park such as State or local declared emergencies, a government shutdown, etc. Bidders shall address how the bidders will operate if Waterloo Village is closed due to circumstances beyond the control of the Department.

There are three groups with which the successful bidder may want to coordinate certain activities: The Waterloo United Methodist Church, the Friends of Waterloo Village, and the Canal Society of New Jersey. The successful bidder may operate in cooperation with these non-profits/church to deliver banquet/catering services during events and/or hold events for these non-profits/church.

1.2.1 Structures, Facilities, and Parking

This RFP includes four buildings jointly known as the Meeting House Compound and three associated land parcels, a 4.8-acre parcel on which the four buildings are located, a parking lot next to the United Methodist Church which is known as the Church parking lot, a 1.3-acre parking lot, a grass-covered employee parking lot, a lot for a dumpster(s), and the roads connecting the separate parcels.

The successful bidder shall receive keys to the front gate, Meeting House, the auxiliary section of the Comfort Station, and the Gift Shop. Upon the end of the term of the Operating & Lease Agreement, Operator shall surrender the keys to the Department.

1.2.1.1 Meeting House

The Meeting House consists of a 5,411 square foot building originally started in the 1970s, completed in the 1980s, and upgraded most recently by the Department in 2012. The Department has fortified the structure, brought it up to code, remodeled the bathrooms, removed a paver patio around the building, and other work. “As-built” drawings will be available at the Mandatory Bidder’s Meeting and Site Visit. This two floor structure was designed for event usage on one floor, with public entrances on three sides, and a legal capacity of 260 occupants. There is access for the disabled on the north side of the building. The interior is divided into three sections, with a reception area or anteroom; dining area; and kitchen and bathroom area. The anteroom, on the west side of the dining room, is approximately 728 square feet and has a functioning wood-burning fireplace with a fireplace screen and tools. It also has two built-in corner cabinets in the northwest and southwest corners suitable for small displays or decorations. The anteroom and adjoining dining room are carpeted.

The dining room is approximately 3,074 sq.ft. with a wet bar in the south east corner and three coat closets combined to give 44 sq.ft. of storage space. There is no refrigerator or ice machine in the bar. The dining room has two wood-burning fireplaces with screens and tools: one fireplace is at the west side and one at the east side of the dining room. There are 12 hanging colonial-style lighting fixtures in the dining room and anteroom, and recessed lights in the hallway to the bathrooms.

The two single occupancy, 50 sq. ft. bathrooms to the north east of the building have recently been renovated and are both disabled accessible with one being designated for women and one for men. The bathrooms have hot and cold water in 30-second sinks, hand dryers, and low-flow toilets.

The 433 sq. ft. kitchen has connections for water, electricity, gas, and telephone lines but has no stove, oven, sink, countertops, refrigerator, etc. Lighting is by fluorescent lights. The kitchen area, including a new exhaust system, shall be left unfinished to allow the successful bidder to fit it out, in consultation with and upon approval of the Department. **Bidders should note that the exhaust hood and exhaust system currently located in the kitchen are not up to code and must be upgraded if they are to be used. If the exhaust hood is to be upgraded and used, bidders should be aware that a fire suppression system must be installed in the kitchen and a new Certificate of Approval must be obtained for the kitchen.** Discussion of future plans for the kitchen area may include the potential for an expansion of the kitchen, or “bump out,” subject to approval of the Department and the Department’s Historic Preservation Office. The Department anticipates that any expansion of the kitchen will be to the south of the building but will entertain an expansion to the east or to the north.

The second floor consists of a 855 sq. ft. office area 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 wood. There is an attic over the remainder of the building which houses the new HVAC system installed in 2012. The attic shall be off limits to the Operator. Access for repairs and maintenance of the HVAC system will be only through the Park Maintenance Office.

In addition, the Meeting House has a basement under the kitchen area. There are two walk-in freezers: one is 9 ft. by 7 ft; the other is 7 ft. by 7 ft. There is approximately 300 sq. ft. of storage

space for non-perishable items. The basement also houses the furnace, water tank, electrical panels, sump pump, and other utilities for the Meeting House.

The Meeting House does not have a sprinkler system.

Outside to the east of the kitchen, there is a fenced-in back area of the Meeting House, with 8 foot stockyard fencing, in which an underground propane gas tank of unknown size that may be used with propane gas grills. There are no grills. This back area is also where the underground 1,000 cubic ft. oil tank is located that fuels the oil-fired furnace in the Meeting House. The ground is covered by wood decking.

There are two disabled parking spaces located next to the Meeting House north of the kitchen area between the Meeting House and Comfort Station.

The Operator shall be responsible for maintaining and making repairs to the Meeting House and the Meeting House utilities, as outlined below, at Operator's expense.

The Operator may improve the appearance of the interior of the Meeting House such as changing the wall paper, paint, carpeting, lighting fixtures, etc. with the approval of the Department. The Operator may improve the exterior of the building, including proposing to "bump-out" the kitchen, with the approval of the Historic Preservation Office and the Department. Although design documents are not required with bidders' proposals, the successful bidder shall submit design documents, upon request, to the Department showing the proposed improvements. All bidders shall explain what changes they may make to the Meeting House as part of their proposals.

1.2.1.2 Comfort Station

The building known as the Comfort Station, north of the Meeting House, is a one-floor 1,699 square foot bathroom facility with three entrances, one each for women and men on the east side of the building (also known as the public bathrooms), and one for auxiliary women's capacity on the west side of the building (which is kept locked). The building contains nine (9) stalls in the women's public section and four (4) stalls and six (6) urinals in the men's public section. The west side auxiliary women's section has six (6) stalls. The women's auxiliary side is currently kept locked year round and may be locked by the Operator and used solely by Operator. Only the women's auxiliary side is heated; it is heated by forced hot air. The public men's and women's restrooms are not heated and because of this, the public bathrooms are drained and locked every winter. The entire Comfort Station has hot water, however.

The public men's and women's rooms shall remain open to the public before, during and after events and other activities of the successful bidder. The successful bidder is responsible for keeping the entire Comfort Station supplied and clean. The successful bidder is responsible for keeping the bathrooms maintained and in good working order at the successful bidder's expense.

Both the public, east side of the Comfort Station and the west side auxiliary women's section may be improved by the Operator. In the auxiliary women's section, which was partially renovated, the Operator may install new vanities, mirrors, soap and towel dispensers, etc. The toilets, stalls, floors and walls were upgraded recently. The Operator may improve the public east side restrooms by renovating the entire bathrooms including adding electric heat for use during the

winter months (there is an old exhaust system/heating system that is not functioning and it is unknown if it is repairable).

Design documents shall be submitted, upon request, to the Department by the successful bidder showing the proposed changes to the Comfort Station. All bidders shall, at a minimum, explain possible changes they would like to make to the Comfort Station as part of their proposals.

1.2.1.3 Gift Shop

The building known as the Gift Shop, north of the Comfort Station, is a one-floor, un-insulated building of 3,411 square feet, which was reroofed in 2009. The floor throughout is rustic brick. There is one large, functioning fireplace that burns wood. There are tools and a screen for this fireplace. The Gift Shop has propane-fueled heat, but no running water or air conditioning system. There are no restrooms in the Gift Shop. The two exterior, above-ground propane tanks, located to the west of the building, hold 100 gallons of propane each. The large windows are removable to allow for cross-breezes and the ease of movement within and without the building. The Gift Shop has a capacity of 225 occupants. The only separate area within the Gift Shop is a 100 sq.ft. closet in the southeast corner that may be used for storage.

The Operator may improve the appearance of the interior of the Gift Shop, such as changing the lighting fixtures, with the approval of the Department. Bidders shall explain possible changes to the Gift Shop in their proposals.

1.2.1.4 Gazebo

There is an open, eight-sided Gazebo as a part of the Compound to the northeast of the Meeting House. It is approximately 30 feet wide. It was partially renovated in 2012. It is anticipated that the successful bidder will want to restore the Gazebo and improve the Gazebo for photographic opportunities, ceremonies, etc. Each bidder shall explain what changes the bidder would make to the gazebo as a part of the bidder's proposal.

The public picnic tables to the northeast of the gazebo are not a part of this RFP.

1.2.1.5 Parking Areas/Dumpster Area

There are three parking lots associated with the Compound. The employee parking lot to the northwest of the Gift Shop is a grass covered lot covering approximately one-quarter of an acre and is accessible by a road from the main entrance. It holds up to 35 to 40 cars. The Operator may leave vehicles in this lot overnight if required for the Operator's business and with the Department's approval. The non-adjacent parking lot, off the main road to the west of the Meeting House, covering approximately 1.3 acres, is anticipated to be used by guests. It has a loose gravel and grass surface and holds approximately 250 cars depending on how the cars are parked. Vehicles may not be left in this lot overnight. The paved Church parking lot, owned by the Department and located to the west of the United Methodist Church, is currently used by the members of the Church on Sunday mornings, however, it may be used by the Operator for events. Overnight parking is not allowed in the Church parking lot. The successful bidder will be responsible for keeping all three of these parking lots cleared of snow and ice and for trash removal from the lots and at Operator's sole expense.

An additional small grass-covered space, east of the employee parking lot and closer to the Gift Shop, is available for the placement of one or two bear-proof dumpsters and is accessible by the main road. Bear-proof dumpster(s) shall be supplied at the Operator's sole expense. Trash removal from the dumpster(s) shall be at the Operator's sole expense.

1.2.1.6 Land and Roads

The main road into the Compound, off of Waterloo Road, has restricted access and it shall remain restricted. A new, locked fence has recently been installed at the main road into Waterloo Village, approximately 50 feet from Waterloo Road, and Operator shall receive a key to the fence. Upon the end of the term of the Operating & Lease Agreement, Operator shall surrender the fence key to the Department.

A portion of the land west of the Meeting House belongs to the Waterloo United Methodist Church as marked on the survey map at Exhibit A. The operator shall not place any permanent or semi-permanent structures on this land.

1.2.2 Alcohol License

The Operator shall be allowed to secure an Annual State Permit from the New Jersey Division of Alcoholic Beverage Control, for the service and consumption of alcoholic beverages in the Meeting House, Gift Shop, and/or any semi-permanent tent only. Because this is State-owned land, the successful bidder must obtain the license from the New Jersey Division of Alcoholic Beverage Control and not from the local municipality. If the Operator obtains an Annual State Permit from the New Jersey Division of Alcoholic Beverage Control, it will be required to directly provide the banquet/catering and event services at the Compound and will not be permitted to enter into a subcontract for this operation.

It is the intent of the Department that alcoholic beverage service be associated with the service of meals, precluding bar service outside of a catered event. However, it is not the intent of the Department to limit the types of events and activities the Operator may hold at the Compound. 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 New Jersey Division of Alcoholic Beverage Control. The successful bidder is expected to perform under this RFP regardless of its ability to obtain a liquor license. Failure to obtain a liquor license does not negate or void this RFP or the resulting Operating & Lease Agreement in any way and Operator shall be expected to perform under this Operating & Lease Agreement.

1.2.3 Maintenance

The Operator shall be required to perform routine maintenance and repairs of the Compound structures located thereon and the utilities as outlined in Section 1.2.4. Notification of all repairs shall be made to the Park Maintenance Office (PMO) via email prior to the repair being made unless the repair is emergent in nature in which case a post-repair email may be sent to the PMO. Where there is a list of State pre-approved vendors for specific types of services, the Operator shall use those pre-approved vendors for repairs and/or maintenance. If there is no State pre-approved vendor or Operator is in need of a minor emergent repair and cannot locate obtain the services of a pre-approved vendor quickly enough, the Operator may contact the PMO for repair services. The

Operator shall be responsible for making repairs and maintaining the structures at Operator's sole expense. The successful bidder shall be given additional information about the State pre-approved vendors and PMO contact.

The Operator shall ensure that the Comfort Station is stocked with toileting supplies at all times and shall keep the Comfort Station clean at Operator's sole expense. The Operator may lock the auxiliary capacity women's stalls when not in use for the Operator's events; however, the rest of the Comfort Station must remain open to the public.

The Operator shall maintain the lawn of the Compound including the grass-covered parking lot and dumpster area at the Operator's sole expense, and the Department shall perform grass mowings of the rest of Waterloo Village.

The clearing of snow and ice from the roadways, parking lots and walkways associated with the Compound 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 structures, lands, and parking lots, and shall be responsible for providing bear-resistant trash bins/dumpsters for Operator's use and 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 Byram Township and/or Sussex County.

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

1.2.4 Utilities

Because the prior use of the Compound by a private vendor was not for banquet/catering and events, and the Department has made significant upgrades in certain of the utilities, the Department has no historical data about what were the actual costs of the utilities. However, the Department is providing estimates based on electricity and oil usage for the past two years. These estimates will be available at the Bidder's Mandatory Pre-Bid Meeting and Site Visit. Bidders should also consider what the costs may be to them 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. The Department shall be responsible for only those utilities, utility systems, and repairs as mentioned below.

(i) Electricity

Jersey Central Power & Light provides electricity to the Compound. There is a separate electricity meter for the Meeting House and Comfort Station that the successful bidder shall be responsible for separating out for billing purposes. The Operator shall be responsible for obtaining a separate meter from Jersey Central Power & Light for the Gift Shop, and the Operator shall be responsible for paying for the electricity for the Meeting House, Comfort Station and Gift Shop. The electricity use associated with the well water

pumps shall be paid by the Department. Additionally, Operator shall be responsible for the maintenance and repair of the electricity and electrical systems for which Operator pays.

The electrical panels for the Meeting House are located in the basement. There are two 600 amp panels and one 125 amp panel. CFU outlets are located in the bathrooms in the Meeting House and Comfort Station.

The electrical panel for the Comfort Station is located in the utility room between the public restrooms and the women's auxiliary restrooms. This panel provides for 200 amps in the Comfort Station. This utility room also supplies a main feed through an 800 amp service panel which supplies power to the Comfort Station, Gift Shop and Meeting House as well as the lights in and around the Compound.

The Gift Shop has two 100 amp electrical panels located in the northeast corner and the southeast corner of the Gift Shop.

(ii) Heat

The Meeting House is heated by two units. The new "Peerless" oil-burning furnace in the basement heats the baseboard hot water heater system that heats the bathrooms, the hallway to the bathrooms, and the kitchen. The new HVAC system in the attic is a Hydronic Hot Water System that heats the rest of the Meeting House. Both the oil furnace and the HVAC system were installed in 2012. It shall be the Operator's sole responsibility to obtain and pay for the oil necessary to heat portions of the Meeting House. As stated above, the oil tank is located underground to the east of the Meeting House and holds approximately 1,000 gallons of oil. The Operator shall be responsible for the maintenance and repair of the oil-burning furnace as well as the HVAC system at Operator's sole expense.

The heat for the women's auxiliary section of the Comfort Station is by a forced hot air, electric unit; however, the public sections (men's and women's) are not heated. The Operator is responsible for the maintenance and repair of the heating unit at Operator's sole expense.

The Gift Shop uses propane-based heat. The Operator is solely responsible for obtaining propane for use in the Gift Shop and at the Operator's sole expense. The Gift Shop propane tank is above-ground and located to the west of the building. The Operator is responsible for maintaining and repairing the two heaters, located in the rafters of the Gift Shop, at the Operator's sole expense.

(iii) Air Conditioning

The Department installed a new HVAC air conditioning system in the Meeting House in 2012. The system provides heat in the cold months to the dining room and anteroom and air conditioning to the entire Meeting House in the summer months. The attic where the HVAC system is located has restricted access. If a service technician needs access to the system for maintenance or repairs, the successful bidder will contact the Park Maintenance Office for access.

The Department has a State “pre-approved” service technician for the HVAC system; however, the successful bidder may use any State pre-approved repair technician. Contact information for the approved service technician shall be provided to the successful bidder upon acceptance of the bid. The Operator shall be responsible for payment of maintenance and repair services to the HVAC system.

(iv) Well Water and Water Pumps

Water is supplied to the Compound through an underground well. The Department shall maintain and repair the well and the electric well pump located on the east side of the Meeting House near the gazebo.

The Meeting House has a single, 15-year old, 40-gallon electric water tank manufactured by Welltrol located in the basement. The Operator shall be responsible for the maintenance and repair of the water tank. The water tank serves the kitchen, bathrooms, and wet bar.

There is a water tank in the utility closet of the Comfort Station providing hot water to the entire Comfort Station. It is an electric tank and is approximately 6 years old. The Operator shall be responsible to maintain and repair the water tank at Operator’s sole expense.

(v) Septic System

There are two, 1,000 gallon underground septic tanks connected to the Meeting House and Comfort Station located on the northwest side of the Meeting House. The Operator shall be responsible to pump out the septic tanks and clean out the grease traps at least once a 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 responsible to maintain and repair the septic system at Operator’s sole expense.

(vi) Communications

There are landline-based telephone wires running through the Compound which Operator may choose to make use of by contacting Verizon or other telephone provider to obtain service. 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.

(vii) Propane for Grills

The Meeting House also has propane tanks, located underground, at the east side of the Meeting House for use with propane grills. The Operator shall be solely responsible for obtaining and paying for propane for the Meeting House. The Operator shall be responsible for maintaining and repairing the gas lines and/or propane tanks at Operator’s sole expense.

1.2.5 Improvements

Operator may make permanent and semi-permanent improvements to the Compound. For all improvements, the successful bidder shall submit 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 Compound 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 responsible to obtain and pay for all necessary permits for the making of improvements at the Compound 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) Additional Space; Tent

The Operator may install a semi-permanent tent adjacent to the Meeting House upon approval of Operator's site plan by the Department. The tent may not cross or in any way impede the Church's property as indicated on the survey map at Exhibit A. It is anticipated that the tent may be placed on the lawn south of the Meeting House.

(ii) Meeting House

As noted above, the Meeting House kitchen has not been outfitted but it has the connections necessary for a commercial kitchen. The placement of the connections, or hook-ups, may not be changed. The Operator shall improve the kitchen according to the Operator's needs with the approval of the Department. Once outfitted, all improvements become the property of the Department.

Additionally, the successful bidder may improve the interior of the Meeting House by changing the paint, wall paper, carpeting, fixtures, etc. with the approval of the Department.

(iii) Comfort Station

The Comfort Station auxiliary women's section is in need of vanities, sinks, and soap and towel dispensers. The Operator may complete the improvement of the auxiliary women's section as the Operator sees fit with the Department's approval. Additionally, the public men's and women's restrooms may be improved by the Operator with the Department's approval. Operator may wish to add heat and hot water to the public restrooms to have additional capacity during cold months.

The Department is open to discussing a proposal by the lessor to link the Meeting House and Comfort Station through the covering of existing walkways, with Department approval.

(iv) Gift Shop

The Operator may change the appearance of the interior of the Gift Shop such as changing the lighting fixtures, etc. with the approval of the Department.

(v) Gazebo

The Gazebo is in need of improvement. The Operator shall improve the Gazebo with the Department's approval. The Operator may improve the appearance of the exterior and interior of the Gazebo such as adding handrails, changing the planters, changing the cupola, etc.

(vi) Signage

The Operator may place one permanent sign at the entrance to Waterloo Village off Waterloo Road, and shall place such permanent and semi-permanent signs as detailed in the Operator's bid with Department approval and at Operator's expense.

(vii) Plantings

The Operator may plant or change the plantings around the various structures of the Compound with the Department's approval. The Operator may place planters, flower pots and other plant containers in and around the Compound.

(viii) Lighting

Operator may add and/or change any interior or exterior lights with the Department's approval. The Department recently upgraded the exterior lights running from the parking lot to the Gift Shop; however, the Operator may change these with other Department-approved fixtures.

1.2.6 Personal Property

The Operator shall be solely responsible for providing all equipment, tables, chairs, linens, china, glassware, silverware, artwork and other such personal property (as defined below) necessary to operate as a banquet/catering and events business under this RFP.

Prior to the Operating & Lease Agreement being signed, the successful bidder shall provide a list 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 Operating & Lease Agreement.

1.2.7 Security

Waterloo Village is in a somewhat rural area of Sussex County. Because Waterloo Village is closed to the public, the Park Police are not located nearby and there has been no need for a Park Police presence. 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 Compound against burglary, theft, vandalism and unauthorized entry. The Operator shall contact the Park police dispatch in accordance with the State Park Service protocol provided to the successful bidder upon acceptance of the proposal.

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 the Compound on the date the State House Commission approves the Operating & Lease Agreement.

1.3.1 Questions and Inquiries

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

Department of Environmental Protection
Office of Leases
Attention: Marci Green, Administrator
Mail Code 501-04C
P.O. Box 420
Trenton, NJ 08625-0420

Send email to:

officeofleases@dep.state.nj.us

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

Brief procedural inquiries may be accepted over the telephone by the Office of Leases. 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 the Waterloo Village Meeting House on Wednesday, January 9, 2013 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 the Meeting House Compound.

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 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. The Administrator 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 the Meeting House Compound.

1.4.6 Contents of Proposal

The entire content of every proposal shall become a public record, notwithstanding any statement to the contrary made by a bidder in its proposal. A proposal shall not become a public record until the winning bid has been announced and awarded.

As public records, all proposals are available for public inspection. Interested parties may schedule an appointment with the Administrator 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 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 there is an actual or perceived conflict of interest;
- d. Bidder has failed to include any required information with the submittal;

- e. Bidder has failed to disclose a potential conflict of interest;
- f. The Department has determined there are false or misleading statements in the submittal;
- g. Bidder has not provided a valid New Jersey Business Registration Certificate.

2.0 DEFINITIONS

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

- a. “Department” or “the State” shall mean the State of New Jersey, Department of Environmental Protection.
- b. “Meeting House” or “Compound” shall mean the Meeting House, Comfort Station, Gift Shop, Gazebo, Dumpster Lot and two Parking Lots at Historic Waterloo Village, as shown on the survey map attached hereto as Exhibit A.
- c. “Historic Waterloo Village” or “Waterloo Village” shall mean the 19th Century canal village located in Byram Township, Sussex County, New Jersey.
- d. “Banquet/catering and events 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.
- e. “Operating & Lease 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.
- f. “Operator” shall mean the winning bidder to this Request for Proposal that enters into an Operating & Lease Agreement with the New Jersey Department of Environmental Protection.
- g. “Bidder” shall mean an organization that submits a proposal in response to this Request for Proposal.
- h. “Trash” shall mean any and all garbage, rubbish, refuse and other solid waste materials.
- i. “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.

- j. “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 Compound in accordance with this RFP and the Operating & Lease Agreement, placed or used in the Compound by Operator that are not attached to and/or physically incorporated into the Compound.
- k. “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.
- l. “Meeting” shall mean the Mandatory Pre-Bid Meeting and Site Visit.
- m. “Division” shall mean the Division of Parks and Forestry.
- n. “Office” shall mean the Office of Leases.
- o. “Administrator” shall mean the Administrator of the Office of Leases.
- p. “Commissioner” shall mean the Commissioner of the New Jersey Department of Environmental Protection.
- q. “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.
- r. “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 Meeting House Compound at Waterloo Village as identified herein.

3.0 SCOPE OF WORK

The Department seeks to enter into a ten-year Operating & Lease 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 the Operating & Lease Agreement, which has been attached to this RFP as Exhibit B. Bidders should refer to the Operating & Lease 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 & Lease Agreement, the Operator shall pay the Department a fixed annual rent, which will be adjusted up by three percent (3%) annually, plus fifteen percent (15%) over a set amount of the annual gross receipts.

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 5:00 p.m. on Monday, February 4, 2013. 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 "Waterloo Village 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 (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 may 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. (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 & Lease Agreement exceeds \$17,500, the bidder shall submit with the Operating & Lease 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 & Lease Agreement. Additionally, unless the Operating & Lease 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 & Lease Agreement exceeds \$17,500, the bidder shall submit with the Operating & Lease 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 E, 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 and has had the license revoked?

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

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

- i. A description of the bidder’s experience as a provider of banquet/catering and event services;
- ii. A list of any other qualifications, awards or experience as a provider of banquet/ catering and event services; and
- iii. The beginning and ending dates of each management contract or lease associated with each banquet/catering 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 Operating & Lease Agreement. The RFP and the Operating & Lease 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 Operating & Lease 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 Compound 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 Operating & Lease 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 Operating & Lease Agreement. The narrative should exemplify to the State that the bidder understands the objectives of the RFP and Operating & Lease Agreement, the nature of the services required, and the level of effort necessary to successfully execute the services under the RFP and Operating & Lease 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 Operating & Lease 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 Operating & Lease 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 Operating & Lease 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 Operating & Lease 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 event and banquet/catering services the bidder will provide;
- ii. Anticipated staffing and personnel structure;
- iii. Plans for advertising and publicizing the re-opening of the Compound;
- 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 the Compound;
- 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 banquet/catering and event 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 Meeting House Compound 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 Operating & Lease 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 Operating & Lease Agreement. Emphasis should be placed on how any sub-operator identified will be involved in the mobilization and implementation plan.

4.4.3.4 Potential Problems

The bidder should set forth a summary of any and all problems anticipated during the term of the Operating & Lease 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 Operating & Lease 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 Operating & Lease 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 Operating & Lease 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 banquet/catering and event planning services under this RFP and Operating & Lease Agreement.

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 & Lease Agreement, the bidder should provide a comprehensive listing of banquet/catering and event 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 Operating & Lease 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 banquet/catering and event services, including the following:

- i. a description of all banquet/catering and events it has provided or been involved with, including size, type of event, and location for each event;
- ii. a description of all 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 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 Operating & Lease Agreement. To satisfy this requirement, the bidder shall submit the following with its bid proposal:

- i. The name and address of the bidder's bank, chief banking representative handling the bidder's account, and the bidder's federal employer information number (FEIN);
- ii. Certified financial statements, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues and receipts, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or

- iii. If a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information shall be provided.

4.4.5 Monetary Proposal (Part 5)

The bidder must submit all requested monetary proposals. Failure to submit all requested monetary proposals may 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 two figures as part of its monetary bid:

- i. Annual Fixed Rent to be paid to the Department; and
- ii. A threshold amount of annual gross receipts, above which the Operator will be required to remit fifteen percent (15%) to the Department. (e.g. If the successful bidder submits a threshold gross receipts amount of \$100,000.00, it shall be required to remit 15% of all gross receipts above \$100,000.00 to the Department on an annual basis).

For purposes of this RFP and the Operating & Lease 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 Compound by Operator or any sub-operator(s), including, but not limited to, all revenues and sales related to the operation of 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 Compound, 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 Operating & Lease 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 OPERATING & LEASE AGREEMENT

5.1 Precedence of Agreement Terms and Conditions

The Operating & Lease 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 Operating & Lease Agreement, and all exhibits to the Operating & Lease 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 Operating & Lease Agreement shall be for a period of ten (10) years, unless earlier terminated pursuant to the terms of the Operating & Lease Agreement. The anticipated Effective Date will be provided in the Operating & Lease 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 twenty (20) years, by the mutual written consent of 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 Operating & Lease Agreement; Operator has not received financing for and begun improvements during the Initial Term; continuation of the Operating Agreement is not consistent with reasonably anticipated plans for development or use of Waterloo Village 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 Operating & Lease Agreement without having executed a new written agreement, the Operator shall operate the Compound subject to all terms, covenants, and conditions contained in the expired Operating & Lease Agreement. Such continuation of operations by the Operator shall not constitute a renewal or extension of the expired Operating & Lease 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 Operating & Lease Agreement, insurance of the types and in the amounts hereinafter provided:

- a. Comprehensive General Liability & Property Damage \$5,000,000.00
- b. Worker's Compensation
 - i. Bodily Injury each occurrence \$100,000.00
 - ii. Disease each employee \$100,000.00
 - iii. Disease aggregate Limit \$500,000.00
- d. Such other insurance and in such amounts as may from time to time be reasonably required by the Department.

- e. 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 Operating & Lease Agreement shall render the Operating & Lease Agreement null and void. The certificate of insurance shall provide for thirty (30) 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 Operating & Lease Agreement.

Additional terms and conditions regarding insurance can be found in the Operating & Lease 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 the Compound. 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 Compound, or in any manner growing out of or connected with the use, nonuse, condition, or occupancy of the Compound;
- b. Violation of any agreement or condition of the Operating & Lease 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 Compound or any federal, State, or local law, ordinance, or regulation affecting the Compound 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 Operating & Lease 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 Operating & Lease Agreement.

5.5 Prevailing Wage Act

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150as 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.

5.6 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.

5.7 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 F.

5.8 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 Operating & Lease Agreement at Exhibit B.

5.9 Applicable Law and Jurisdiction

This RFP and the resulting Operating & Lease 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

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 Administrator 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 Operating & Lease 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 Operating & Lease 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 & Lease 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 STATE HOUSE COMMISSION APPROVAL

Because Waterloo Village is state owned land, and the proposed use of the land under this RFP is considered a “diversion” pursuant to N.J.S.A. 13:8A-1 et seq., the fully executed Operating & Lease Agreement must be approved by the State House Commission. It is the Department’s intention that the executed Operating & Lease Agreement will be presented to the State House Commission at the Spring Meeting, anticipated to be held in May. Therefore negotiations regarding and any changes to the Operating & Lease Agreement must be completed by no later than March 10, 2013. Bidders should anticipate this final approval in their time lines. Bidder are also be advised that the State House Commission may impose conditions on the diversion that must be satisfied prior to obtaining State House Commission approval. The Operating & Lease Agreement shall not take effect unless and until State House Commission approval is obtained.

8.0 EXHIBITS

- A. Survey map of the site
- B. Operating & Lease Agreement (proposed)
- C. Affirmative Action Employee Information Report
- D. N.J.S.A. 52:25-24.2 Ownership Disclosure Form
- E. Pay to Play Forms: (1) 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)
- F. MacBride Principles Certification