



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

REQUEST FOR PROPOSAL

MOBILE FOOD (WITHOUT FACILITY) LICENSES

LIBERTY STATE PARK

Jersey City, Hudson County, New Jersey

<u>RFP Release Date:</u>	March 3, 2025
<u>Questions and Inquiries Deadline:</u>	March 17, 2025
<u>Proposal Submission Deadline:</u>	April 2, 2025

1. **PURPOSE**

1.1 This Request for Proposal (“RFP”) is issued by the New Jersey Department of Environmental Protection (“Department”), State Park Service, on behalf of the State of New Jersey (“State”). The purpose of this RFP is to solicit proposals from interested, experienced, and qualified individuals and/or businesses (“Bidders”) to provide mobile food vending services at Liberty State Park in Jersey City, Hudson County. The Department is seeking individuals and/or businesses that have experience operating mobile food units or other food services to provide high quality and reasonably priced food, non-alcoholic beverages, ice cream, and novelty items for purchase from fully-equipped, completely self-contained mobile units, such as food carts, food trucks, and/or temporary kiosks (hereinafter referred to as the “License Operation”). The Department will award an agreement(s) (“License Agreement”) to a Bidder or multiple Bidders with the experience necessary to satisfactorily operate the License Operation (“Licensee”).

1.2 This RFP document is an instructional document meant to summarize the scope of the proposed License Operation and provide information regarding the RFP process. The specific terms and conditions pertaining to the License Operation are detailed in Exhibit A: Proposed License Agreement. **All Bidders should read the Proposed License Agreement carefully before submitting a proposal.**

2. **BACKGROUND AND AREA DESCRIPTION**

2.1 Liberty State Park is a green oasis within the highly urbanized New York City region, comprised of 1,212 acres of property, divided between more than 500 acres of open recreation space, and more than 700 acres under water. Liberty State Park boasts:

- More than five million annual visitors, one million of which board the ferry service to the Statue of Liberty and Ellis Island.
- More than two miles of scenic harbor-facing waterfront, contributing to the larger Hudson River Waterfront Walkway.
- The Richard J. Sullivan Natural Area, a 30+ acre salt marsh site featuring trails and wildlife-viewing opportunities.
- World-class facilities, such as the three-story Liberty Science Center, a science museum suitable for all ages with exhibits covering a wide range of topics, and the Liberty Landing Marina, the Hudson River’s largest full-service marina, with 900 berths.

2.2 The Department is seeking to enhance the food and beverage options available within Liberty State Park. The Department has separated this License Opportunity into three (3) distinct zones because each area of Liberty State Park has different types of visitors, amenities, and operational needs. One (1) Licensee will be assigned to each zone and will be responsible for providing all mobile units for the assigned zone(s). Bidders may propose to operate one or more zone(s). The zones are as follows:

1. **North Zone:** This area includes the NJ Empty Sky 9/11 Memorial, historic Central Railroad of New Jersey Train Terminal, and the parking area, ticket counter, and boarding area for the ferry to the Statue of Liberty and Ellis Island. This area receives approximately two million visitors per year, many of whom are visiting Liberty State Park for ferry service to the Statue of Liberty and/or Ellis Island. Each of these visitors spends anywhere from one half to two hours or more in and around the Terminal area as they prepare to board the ferry and upon their return to Liberty State Park. The Department believes there is substantial demand for convenient, fast, substantial food options within the North Zone. The Licensee assigned to the North Zone will be required to serve coffee and at least one substantial food option during the required period of operation. The Department believes there is also substantial demand for ice cream, particularly from visitors returning from the Statue of Liberty and/or Ellis Island.
2. **Green Park Zone:** This area includes the middle section of the park along Freedom Way and includes the northern playground and picnic area. This area is typically busiest on Fridays and weekends when visitors come to picnic and use the playgrounds. Though food carts can operate anywhere throughout this area, food trucks will be limited to the parking lot at the picnic area and an area in the southern portion of the zone referred to as “Green Ring Paver Area.” It should be noted that Green Park Zone is where large-scale events typically occur. During these events, the Licensee assigned to this area may not be permitted to operate within the area designated for the event.
3. **South Zone:** This area is in the vicinity of Morris Pesin Drive and includes the Park Office, Picnic Area, and Boat Launch. This area is typically busiest on Fridays and weekends when visitors come to picnic and use the playgrounds. Though food carts can operate anywhere throughout this zone, food trucks will be limited to three areas: 1) Parking Lot 3, 2) Parking Lot 4, and 3) Flag Plaza near the Park Office. It should be noted that this area is where medium-scale events and walks typically occur. The Department prefers that the Licensee operate during events at South Zone; however, the Licensee may not be permitted to operate within the area designated for certain events.

3. **SUMMARY**

3.1 Scope of Services: Mobile food, non-alcoholic beverage, and novelty item vending services within one (1) or more of three (3) designated zones within Liberty State Park.

3.2 Premises: The Department has designated three (3) zones within Liberty State Park: “North Zone,” “Green Park Zone,” and “South Zone,” as depicted in Exhibits B-F. Bidders must indicate which zone(s) they propose to operate in their Applications. Bidders should only submit one (1) completed Application in response to this RFP, even if a Bidder proposes to operate multiple zones. One (1) Licensee will be

assigned to each zone and will be responsible for providing all mobile units for the assigned zone(s).

The Licensed Premises is offered in as-is condition. Refer to Paragraph 2.1 and Exhibits B-F for more information about the Licensed Premises. All Bidders should familiarize themselves with the Licensed Premises prior to the submission of their proposal.

3.3 Minimum Required Services and Limits:

Licensees must operate at least the minimum number of mobile units for the zone to which they are assigned during the required days and hours of operation. Licensees may not operate more than the maximum number of mobile units at any given time without Department written approval. For example, the Licensee assigned to North Zone will be required to operate at least two (2) food carts at either Area A and/or Area B, and at least one (1) food truck at Area B during the required days and hours of operation. The Licensee assigned to North Zone may choose to operate up to ten (10) food carts at either Area A and/or Area B, up to five (5) food trucks at Area B, and up to five (5) food trucks and ten (10) food carts at Area C during any approved days and hours of operation.

The maximum total number of food carts for North Zone is twenty (20), with no more than ten (10) at Areas A and B combined and no more than ten (10) at Area C. The maximum total number of food trucks is ten (10).

The minimum and maximum numbers of mobile units are as follows:

North Zone

Area A (CRRNJ Waiting Room) and/or Area B (Concourse)

Food Trucks: 1-5 (Area B Only)
Food Carts: 2-10

Area C (Flag Plaza and Vicinity of Audrey Zapp Dr.)

Food Trucks: 0-5
Food Carts: 0-10

*Food carts listed above (except the two (2) food carts required to be operated at Area A and/or Area B) may be operated throughout North Zone.

Green Park Zone

Area A (Parking Lot 7)

Food Trucks: 1-2

Food Carts: 1-5

Area B (Green Ring Paver Area)

Food Trucks: 0-3

Food Carts: 0-5

*Food carts listed above may be operated throughout Green Park Zone.

South Zone

Area A (Parking Lot 3)

Food Trucks: 0-1

Food Carts: 0-5

Area B (Parking Lot 4)

Food Trucks: 0-1

Area C (Flag Plaza)

Food Trucks: 1-3

Food Carts: 1-5

*Food carts listed above may be operated throughout South Zone.

3.4 Additional Mobile Units: Licensees may be authorized to operate additional mobile units within their assigned zone(s), beyond the numbers listed in Paragraph 3.3, during certain time periods including, but not limited to, the following holiday weekends, with Department approval:

- Memorial Day weekend (May 24, 2025 – May 26, 2025),
- Juneteenth weekend (June 21, 2025 – June 22, 2025),

- New Jersey Symphony Orchestra (“NJSO”) weekend (June 28, 2025 – June 29, 2025),
- Independence Day weekend (July 4, 2025 – July 6, 2025), and
- Labor Day weekend (August 30, 2025 – September 1, 2025).

3.5 Required Food Offerings: Within Area A (CRRNJ Waiting Room) or Area B (Concourse) of the North Zone, one food cart must be dedicated to serving coffee and a second food cart must be dedicated to serving substantial food options such as stadium style fare (hamburgers, hot dogs, etc.), burritos, or “grab-and-go” options such as prepackaged sandwiches or salads at all times during the Required Days and Hours of Operation. Additional mobile units at Areas A, B, and C of the North Zone may serve a variety of options. Mobile units within Green Park Zone and the South Zone may also serve a variety of options. Please refer to Paragraph 1(I) of Exhibit A for a list of examples of permissible items for sale.

3.6 Mobile Unit Limitations: Mobile units operated within Areas A and B of the North Zone must be powered by electricity and may not use equipment that uses an open flame, that produces grease laden vapors, or that is otherwise subject to New Jersey Uniform Fire Code. The Department prefers that mobile units operated within Area C of the North Zone, within Green Park Zone, and within South Zone be powered by electricity; however, the Department will consider proposals to operate mobile units powered by alternative sources such as gasoline or propane generators at these locations. Mobile units may also use equipment that uses an open flame or that produces grease laden vapors at these locations if they obtain and submit to the Department the applicable permits, authorizations, etc. (see Paragraph ~~3.153.14~~).

Within North Zone, only food carts may be operated within Area A (CRRNJ Waiting Room). Please refer to Exhibits B-F for additional limitations for all zones.

3.7 Term: **North Zone:** Initial Term of the Effective Date of the Agreement through December 31, 2025, with an option to renew the Agreement for one (1) subsequent one-year renewal term (January 1, 2026 through December 31, 2026).

Green Park Zone: Initial Term of the Effective Date of the Agreement through December 31, 2025. **There will not be**

an option to renew the Agreement for Green Park Zone for a renewal term due to alternate planned use of this location during the summer of 2026.

South Zone: Initial term of the Effective Date of the Agreement through December 31, 2025, with an option to renew the Agreement for one (1) subsequent one-year renewal term (January 1, 2026 through December 31, 2026).

3.8 Period of Operation:

North Zone

Required Period of Operation: During the Initial Term, the Licensee assigned to North Zone must operate from as soon as practicable after the effective date of the Agreement through December 31, 2025. During the Renewal Term (if any), the Licensee of the North Zone will be required to operate from January 1, 2026 through January 5, 2026 and March 1, 2026 through December 31, 2026.

Optional Period of Operation: During the Initial Term, there will not be an Optional Period of Operation. During the Renewal Term (if any), the Optional Period of Operation will be from January 6, 2026 through February 28, 2026. Additional compensation will be required if Licensee chooses to operate during the Optional Period of Operation.

Green Park Zone

Required Period of Operation: During the Initial Term, the Licensee assigned to Green Park Zone must operate from as soon as practicable after the effective date of the Agreement through October 31, 2025.

Optional Period of Operation: During the Initial Term, the Licensee is not required to operate from November 1, 2025 through December 31, 2025, but may choose to do so. Additional compensation will be required if Licensee chooses to operate during the Optional Period of Operation.

There will not be an option to renew the Agreement for Green Park Zone for a renewal term due to alternate planned use of this location during the summer of 2026.

South Zone

Required Period of Operation: During the Initial Term, the Licensee assigned to South Zone must operate from as soon as practicable after effective date of the Agreement through

October 31, 2025. During the Renewal Term (if any), the Licensee of the South Zone will be required to operate from April 1, 2026 through October 31, 2026.

Optional Period of Operation: During the Initial Term, the Optional Period of Operation will be from November 1, 2025 through December 31, 2025. During the Renewal Term (if any), the Optional Period of Operation will be from January 1, 2026 through March 31, 2026 and from November 1, 2026 through December 31, 2026. Additional compensation will be required if Licensee chooses to operate during the Optional Period of Operation.

3.9 Days of Operation:

Within the Required Period of Operation described in Paragraph 3.7 above, the required and optional days of operation are as follows:

North Zone

Required Days of Operation: Sunday through Saturday.

Green Park Zone

Required Days of Operation:

May 1st through Labor Day: Sunday through Saturday (seven (7) days per week).

April 1st through April 30th and the day after Labor Day through October 31st: Saturday through Sunday (weekends).

Optional Days of Operation: Licensee may request Department approval to operate on additional days (Monday through Friday) from April 1st through April 30th and the day after Labor Day through October 31st. Additional compensation will not be required if Licensee is approved to operate during the Optional Days of Operation.

South Zone

Required Days of Operation:

May 1st through Labor Day: Sunday through Saturday (seven (7) days per week).

April 1st through April 30th and the day after Labor Day through October 31st: Saturday through Sunday (weekends).

Optional Days of Operation: Licensee may request Department approval to operate on additional days (Monday through Thursday) from April 1st through April 30th and the day after Labor Day through October 31st. Additional compensation will not be required if Licensee is approved to operate during the Optional Days of Operation.

3.10 Required Hours of Operation:

North Zone: 8:00 a.m. through 5:30 p.m.

Green Zone: 10:00 a.m. through 4:00 p.m.

South Zone: 10:00 a.m. through 4:00 p.m.

Licensees may request Department approval to extend the hours of operation. Licensees may not extend the hours of operation earlier than 7:00 a.m. or later than 9:30 p.m. Furthermore, the Licensee assigned to North Zone may not operate past 5:30 p.m. within the Concourse or inside the CRRNJ Waiting Room.

3.11 Events and Scheduled Closures:

Liberty State Park regularly hosts special events. The Department prefers that Licensees operate during events at the Concourse (North Zone) and South Zone. However, Licensees may not be authorized to operate during certain large-scale events, particularly within Green Park Zone.

Department reserves the right to allow additional food vendors to operate within any of the zones during special events.

Please refer to Paragraph 4 for a list of “blackout dates” during which Licensees may not be authorized to operate due to planned special events. Bidders should take these “blackout dates” into account when determining their Monetary Proposal, described further in Paragraph 6.3.

The Department reserves the right to schedule additional events that may impact Licensees’ operations or temporarily prevent Licensees from operating. The Department will notify Licensees as far in advance as possible if it schedules additional events that will impact Licensees’ operations.

The Department will provide Licensees with anticipated 2026 blackout dates as soon as possible in 2026.

3.12 Compensation:

Annual License Payments with an annual escalation of three percent (3%). Additional compensation will be required for the Optional Period of Operation. Additional compensation for the Optional Period of Operation will be calculated by Department on a monthly basis or prorated by day using a rate of fifty percent (50%) of the daily rate for the Required Days of Operation.

Refer to Paragraph 6.3.2 for the minimum guaranteed compensation amounts.

3.13 Required Reports

Monthly Reports required within 10 calendar days after the end of each calendar month. Annual Report required no later than February 1st following each term of the Agreement.

3.14 Utilities:

One (1) 240V electric receptacle is available for use by the Licensee of the North Zone only. The receptacle is provided in “as is” condition. Please refer to Exhibit C: Map of North Zone and Exhibit D: Central Railroad of New Jersey Terminal Diagram for the location of the receptacle.

Utilities for the North Zone are included in the compensation summarized above (Licensee will not be required to pay additional utility payments).

**3.15 Licenses, Permits, and
Other Required
Documents:**

Licensees shall obtain, pay for, maintain, and comply with all licenses, permits, certifications, authorizations, approvals, or any other documents required by the State of New Jersey, Jersey City, and all applicable government agencies having jurisdiction over the Licensed Premises. Specifically, Licensees must contact New Jersey Department of Community Affairs (“DCA”) to have their mobile unit(s) inspected and obtain a Fire Safety Permit(s) if the mobile unit will use equipment that produces an open flame, that produces grease laden vapors, or that is otherwise subject to the New Jersey Uniform Fire Code. Mobile units must be re-inspected by DCA Division of Fire Safety and must receive Fire Safety Permits if they are removed from the Area overnight. Licensee will be responsible for paying all fees associated with inspections, permits, etc.

3.16 Storage:

Mobile units must be removed from the Area at the conclusion of each day of operation, unless Licensee receives Department approval to store mobile units at the Area overnight. The overnight storage of food trucks will be

permitted at a designated location within the Area. The overnight storage of food carts may be approved by Department if a suitable location is available.

3.17 Payment Abatements: Payment abatements will not be given by the Department for any reason.

4. NOTICES TO BIDDERS

4.1 UNSCHEDULED CLOSURES/NO PAYMENT ABATEMENTS

4.1.1 All Bidders are hereby advised that the State Park Service facilities are subject to unscheduled closures for reasons of health, public welfare, public safety, and government closures. Payment abatements will not be given for any reason. Bidders are cautioned to review the information provided below related to closures before submitting a Proposal to provide food services.

4.1.2 Please see the below list of days during which the Area was closed over the past three (3) seasons:

- 2022 – No closures
- 2023 – No closures
- 2024 – No closures

4.2 SCHEDULED CLOSURES

4.2.1 The Department anticipates that Green Park Zone will not be available for a renewal term due to alternate planned use of this location during the summer of 2026.

4.2.2 The Department anticipates holding large-scale events at Liberty State Park, during which Licensees will not be authorized to operate, on the following dates:

- **Friday, June 6, 2025 through Sunday, June 8, 2025 – Full closure of Green Park Zone and limited impacts to North Zone and South Zone.**
- **Thursday, June 19, 2025 – Full closure of Green Park Zone.**
- **Friday, July 25, 2025 and Saturday, July 26, 2025 – Full closure of Green Park Zone.**
- **Friday, September 19, 2025 through Sunday, September 21, 2025 – Full closure of Green Park Zone.**

5. QUESTIONS AND INQUIRIES

5.1 Department will accept questions and inquiries regarding this RFP from all potential Bidders. Questions may be directed only to the Department and must be submitted by email to: PublicLandAdministration@dep.nj.gov.

5.2 The deadline for the submission of questions shall be **March 17, 2025**. It is requested that Bidders with long, complex, or multiple-part questions submit them as far in advance as possible. Questions should follow the organization of the RFP and be asked in consecutive order, from beginning to end. Each question should begin by referencing the page number and the paragraph number of the RFP to which it relates. All questions must be directly related to this RFP.

5.3 Brief procedural inquiries may be accepted over the telephone by the Public Land Administration Section. The Public Land Administration Section will not answer any inquiries that require interpretation of the RFP. Oral explanations or instructions given by Department over the phone shall not be binding upon the State. **Bidders shall not contact State Parks, Forests & Historic Sites or any other branch of the Department directly, in person or by telephone, concerning this RFP.**

5.4 All responses to written questions will be posted by Department at <https://dep.nj.gov/otpla/public-notice/#PLA-licenses> by **March 26, 2025**.

6. PROPOSAL PREPARATION AND SUBMISSION

6.1 GENERAL INFORMATION

6.1.1 Each Bidder must strictly follow the instructions contained in this RFP and the Proposal Application when preparing and submitting its Proposal. Bidders are advised to thoroughly read and follow all instructions.

6.1.2 The information required for submission in response to this RFP has been deemed essential to the proposal evaluation and selection process. Any qualifying statements made by Bidders 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.

6.2 PROPOSAL APPLICATION

6.2.1 Each Bidder shall submit to Department one (1) completed Proposal Application ("Application"), even if a Bidder proposes to operate multiple zones. The Application is attached hereto as Exhibit H and available at <https://dep.nj.gov/otpla/public-notice/#PLA-licenses>.

6.2.2 Completed Applications must contain a thorough description of how the Bidder intends to fulfill its obligations under the Proposed License Agreement. The narrative should exemplify to Department that the Bidder understands the objectives of the RFP and Proposed License Agreement, the nature of the services required, and the level of effort necessary to

successfully execute the services under the Proposed License Agreement. Furthermore, the Bidder's narrative should be designed to demonstrate that the Bidder's proposal is viable and can be successfully executed.

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

6.3 MONETARY PROPOSAL

6.3.1 Each Bidder must submit the required monetary proposal(s) ("Monetary Proposal") as part of the Monetary Proposal form included in the Application. Failure to submit the required Monetary Proposal(s) shall result in the Bidder's Proposal being considered materially non-responsive. Each Bidder must hold its Monetary Proposal(s) firm through completion of the Proposal Evaluation and Selection Process.

6.3.2 Each Bidder's Monetary Proposal(s) must be an amount(s) equal to or greater than the Department's minimum guaranteed compensation amounts for the Required Period of Operation of the Initial Term of the License Agreement. The Department's minimum guaranteed compensation amounts are as follows:

North Zone: Fifty-Five Thousand Dollars (\$55,000.00)

Green Park Zone: Eighteen Thousand Dollars (\$18,000.00)

South Zone: Twenty-Five Thousand Dollars (\$25,000.00)

6.3.3 Any Monetary Proposal that does not meet the minimum guaranteed compensation amount shall be considered non-responsive to the RFP and the Bidder's Proposal shall be rejected without further consideration.

6.4 NEW JERSEY BUSINESS REGISTRATION

6.4.1 Pursuant to N.J.S.A. 52:32-44, the State (including the Department of Environmental Protection) is prohibited from entering into an agreement with an organization unless the Bidder has provided a copy of its business registration certificate (or interim registration) as part of its Proposal submission. Failure to submit a copy of the Business Registration Certificate within the Proposal is a cause for rejection of the Proposal. If Licensee or its subcontractor, if any, is not already registered with the New Jersey Division of Revenue, registration can be completed online at the Division of Revenue Website: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

6.5 PROPOSAL SUBMISSION INSTRUCTIONS

6.5.1 To be considered by the Department, a Proposal responding to this RFP must arrive at the Public Land Administration Section no later than **noon on April 2, 2025**. Proposals may be submitted by mail, by hand delivery, or by email. 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.**

6.5.2 A Bidder must submit a completed Application for each RFP that the Bidder is bidding on. However, only one (1) Completed Application is required for this RFP, even if a Bidder proposes to operate multiple zones.

6.5.3 If submitted by mail or hand delivery, the exterior of the Proposal package envelope must be labeled with the following information:

1. The RFP Number associated with the License Opportunity.
2. The Name of the State Park/Forest/Marina and License Opportunity.
3. The Proposal Submission Deadline.
4. The name of the individual or corporation submitting the proposal.

For example: *LE25-035*

Liberty State Park – Mobile Food License

April 2, 2025

ABC Corporation

6.5.4 The Proposal package shall be submitted to the following address:

Department of Environmental Protection
Office of Transactions and Public Land Administration
Public Land Administration Section
PO Box 420, Mail Code 401-07
Trenton, New Jersey 08625-0420

6.5.5 It is permissible to hand deliver a sealed Proposal package to the Public Land Administration Section. Please contact the Public Land Administration Section at PublicLandAdministration@dep.nj.gov for instructions for hand delivery.

6.5.6 If submitted by email, the subject line of the email must contain “License Proposal” and the RFP Number associated with the License Opportunity (e.g. *License Proposal for LE25-035*), and the body of the email must contain the following information:

1. The Name of the State Park/Forest/Marina and License Opportunity.
2. The Proposal Submission Deadline.
3. The name of the individual or corporation submitting the proposal.
4. The total number of emails being submitted for the Proposal package (if applicable).

For example: *Liberty State Park – Mobile Food License*
April 2, 2025
ABC Corporation
Email 1 of 3

6.5.7 All Bidders submitting Proposals by email are advised that the maximum email size Department is capable of receiving is twenty-five (25) megabytes (MB). Proposals exceeding twenty-five (25) MB must be submitted in multiple emails, each less than twenty-five (25) MB, and each containing the information outlined in this paragraph. Bidders submitting Proposals by email will receive an automatic reply confirming receipt of the email. If the Proposal is submitted in multiple emails, only one automatic reply will be generated. Department will make its best effort to confirm receipt of all Proposal submission emails. If an automatic reply is not received after submitting a Proposal by email, or if Department has not confirmed receipt of a Proposal submitted in multiple emails, please contact the Public Land Administration Section at PublicLandAdministration@dep.nj.gov or (609) 940-4400 prior to the Proposal Submission Deadline.

6.5.8 All Proposal packages must arrive at the Public Land Administration Section no later than noon on April 2, 2025. LATE PROPOSALS SHALL BE INELIGIBLE FOR CONSIDERATION.

7. LICENSE PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 EVALUATION PROCESS

7.1.1 Department shall review and evaluate all Proposals in accordance with the procedures and upon the criteria set forth in this Section, as further outlined in the Application attached as Exhibit H, and in the Proposal Evaluation Form attached as Exhibit I.

7.1.2 Proposals will be reviewed and evaluated by a committee, which shall include participants from Department's Office of Transactions and Public Land Administration and/or State parks, Forests & Historic Sites ("Evaluation Committee").

7.2 EVALUATION CRITERIA

7.2.1 The following evaluation criteria, not necessarily listed in order of significance, shall be used to evaluate Proposals received in response to this RFP:

- a. The Bidder's Operational Management Plan, including the Bidder's Mobilization and Implementation Plan;
- b. The Bidder's Experience and Organizational Structure;
- c. The Bidder's Monetary Proposal.

7.2.2 The evaluation criteria categories will be used in developing more detailed evaluation criteria for the review process, as more fully described in the Proposal Evaluation Form attached as Exhibit I.

7.3 SELECTION PROCESS

7.3.1 The License Agreement(s) shall be awarded with reasonable promptness and by written notice to the responsive Bidder(s) whose Proposal, conforming to the RFP, is most advantageous to the State, price and other factors considered. Any or all Proposals may be rejected if Department determines that it is in the public interest to do so.

7.3.2 In the event that a Bidder proposes to operate multiple zones, Department will evaluate the Bidder's proposed operation plan for each zone separately. As such, a Bidder may be awarded a License Agreement for fewer zones than the Bidder proposed to operate. For example, if a Bidder proposes to operate all three (3) zones, Department will evaluate the Bidder's proposed operation plan for each zone using three (3) separate Proposal Evaluation Forms. If Department finds the Bidder's proposal for North Zone is the most advantageous to the State, but the Bidder's proposals for Green Park Zone and South Zone are not the most advantageous to the State, the Department may choose to award an Agreement to the Bidder for operation of North Zone only.

7.4 BEST AND FINAL OFFER (BAFO)

7.4.1 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(s). 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 Department will revert to consideration and evaluation of the Bidder's original Proposal.

7.4.2 After review of the BAFO(s), Department may conduct more than one round of BAFO(s) in order to attain the best value for the State.

7.4.3 The Bidder is advised to submit its best technical and monetary proposal in response to this RFP since the Department may, after evaluation, make a contract award based on the content of the initial Proposal, without inviting Bidder(s) to submit BAFO(s).

7.4.4 All contacts, records of initial evaluations, correspondence with Bidders related to BAFO(s), and other documents pertaining to the Proposal evaluation and selection process, will remain confidential until Department has notified bidders of its decision.

7.5 REJECTION OF PROPOSAL

7.5.1 Department reserves the right to reject, in its sole discretion, any or all bids at any point in the Proposal Evaluation and Selection Process. If any entity, including any individual, corporation, partnership, sole proprietorship, affiliate or other entity related thereto, that is: (a) listed as debarred by the State of New Jersey; (b) was a party to a prior agreement with the Department that was terminated or not renewed due to breach, non-performance, failure to make required payments due thereunder or otherwise for cause; or (c) owes the Department compensation of any type from a prior agreement shall be considered non-responsive to this solicitation. The Tenant shall not employ, or subcontract or assign the License Agreement to, any individual, corporation, partnership, sole proprietorship, affiliate or other entity related to a disqualified entity.

7.5.2 In addition to the reasons for rejection of Proposals mentioned throughout this RFP and above, Proposals may be rejected for any or all of the following reasons:

- a. The Department reserves the right to reject, in its sole discretion, any or all Proposals at any point in the Proposal Evaluation and Selection Process.
- b. The Bidder is not authorized to do business in the State of New Jersey;
- c. The Department has determined that there is an actual or perceived conflict of interest;
- d. Bidder has failed to include any required information with the submittal;
- e. Bidder has failed to disclose a potential conflict of interest;
- f. The Department has determined that there are false or misleading statements in the submittal;
- g. Bidder has not provided the Department with a valid New Jersey Business Registration Certificate;
- h. The Proposal is not responsive to the RFP;
- i. The Bidders Monetary Proposal does not meet the minimum guaranteed compensation amount; and
- j. The Department has determined that Bidders proposed modification and or changes are considered to be inconsistent with the purposes of the Request for Proposal and the License Agreement.

7.6 CONTRACT AMOUNT

7.6.1 Compensation amount(s), when stated in this RFP, shall not be construed as either the maximum or minimum amount which Department shall be obligated to accept as the result of this RFP or any Agreement entered into as a result of this RFP.

7.7 DEFAULT OR REFUSAL TO ENTER CONTRACT

7.7.1 In the event of default of the successful Bidder or his/her refusal to enter into a contract with Department, Department reserves the right to award a License Agreement to any other qualified Bidder.

8. PAY TO PLAY RESTRICTIONS AND CONTRIBUTION DISCLOSURE

8.1.1 In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature has enacted P.L. 2005, c. 51, as amended by the Elections Transparency Act, P.L. 2023, c. 30 (codified

at N.J.S.A. 19:44A-20.13 to -20.25) (Chapter 51) on March 22, 2005, effective retroactive to October 15, 2004, superseding the terms of Executive Order 134 (2004). In addition, on June 15, 2023, Executive Order 333 was issued and made effective immediately (EO 333) which superseded Executive Order 117 and set forth additional limitations on the ability of executive branch agencies to contract with business entities that have made or solicited certain contributions.

8.1.2 Chapter 51 and EO 333 restrict business entities which agree to certain contracts or agreements with the State from making or soliciting certain contributions. Compliance with Chapter 51 and EO 333 is a material term and condition of the Request for Proposal and Agreement, and binding upon the parties thereto upon the entry of all applicable contracts.

8.1.3 Thus, pursuant to the requirements of Chapter 51 and EO 333, it shall be a material breach of the terms of the Agreement, subject to Suspension of Operations and/or Termination in accordance with the terms and conditions set forth in Paragraphs 9 and 10 of the Agreement, for Licensee to do any of the following during any Term of the Agreement:

- (i) make or solicit a contribution in violation of Chapter 51 or EO 333;
- (ii) knowingly conceal or misrepresent a contribution given or received;
- (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or of Lieutenant Governor;
- (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by Licensee itself, would subject Licensee to the restrictions of Chapter 51 or EO 333;
- (i) fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (vii) engage in any exchange or contributions to circumvent the intent of Chapter 51 or EO 333; or
- (viii) directly or indirectly, through or by any other person or means, do any act which would subject Licensee to the restrictions of Chapter 51 or EO 333. It is Licensee's continuing obligation to report any contributions it makes during any and all Term(s) of the Agreement.

8.2.1 Licensee shall submit the Two-Year Chapter 51/Executive Order 333 Vendor Certification and Disclosure of Political Contributions Form, certifying that no contributions prohibited by Chapter 51 have been solicited or made by Licensee and reporting all contributions Licensee made during the preceding four years to any political organization organized under 26 U.S.C. § 527 of the Internal Revenue Code that also meets the definition of a "continuing political

committee” within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required Certification and Disclosure Form can be found in the Proposal Application, which Licensee is required to complete, and submit, with any Proposal. The Proposal Application is available at: <https://dep.nj.gov/otpla/public-notice/#PLA-licenses>. If Licensee has a currently valid Two-Year Certification and Disclosure Form, it may be submitted instead of a new form.

8.2.2 The State Treasurer or his designee shall review the Disclosures submitted by Licensee pursuant to this Subparagraph, as well as any other pertinent information concerning the contributions or reports thereof by Licensee prior to award or during the term of the Agreement. If the State Treasurer determines that any contribution or action by Licensee violated Chapter 51 and EO 333, the State Treasurer shall disqualify Licensee from award of the Agreement. If the State Treasurer or his designee determines that any contribution or action constitutes a breach of the Agreement that poses a conflict of interest pursuant to Chapter 51 or EO 333, the State Treasurer shall disqualify Licensee from award of the Agreement.

8.3.1 Licensee shall submit the Chapter 271 Vendor Certification and Political Contribution Disclosure Form, disclosing its political contributions within the immediately preceding twelve (12) month period. The required Certification and Disclosure Form can be found in the Proposal Application, which Licensee is required to complete, and submit, with any bid. The Proposal Application is available at: <https://dep.nj.gov/otpla/public-notice/#PLA-licenses>.

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

8.4.1 Licensee is required, on a continuing basis, to report any contributions and solicitations Licensee makes during any Term of the Agreement at the time any such contribution or solicitation is made. Failure to do so is a breach of the Agreement, subject to Suspension of Operations and/or Termination in accordance with the terms and conditions set forth in Paragraphs 9 and 10 of the Agreement.

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

9 REVISIONS TO THE RFP

9.1 In the event that it becomes necessary to clarify or revise this RFP prior to the Proposal submission deadline, such clarification or revision will be by addendum and shall be posted on the Department’s website at <https://dep.nj.gov/otpla/public-notice/>.

10 ADDENDUM AS PART OF THE RFP

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

11 ISSUING OFFICE

11.1 This RFP is issued by the New Jersey Department of Environmental Protection, Public Land Administration. The Manager of Public Land Administration is the sole point of contact between the Bidder and the Department for purposes of this RFP.

12 BIDDER RESPONSIBILITY

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

13 COST LIABILITY

13.1 The State assumes no responsibility and bears no liability for costs incurred by Bidders in the preparation and submission 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 Licensed Premises.

14 CHANGES TO TERMS AND CONDITIONS

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

15 REQUIRED SERVICES

15.1 The Bidder agrees to operate the Licensed Premises in the manner set forth in this RFP, the Agreement, and the Bidder's Proposal submitted in response to this RFP, and perform the services set forth in the License Agreement.

16 JOINT VENTURES

16.1 Joint venture Proposals submitted in response to this RFP are prohibited and will result in a determination that the Proposal is materially non-responsive to this RFP.

17 PRECEDENCE OF AGREEMENT TERMS AND CONDITIONS

17.1 The License Agreement shall consist of this RFP, any addendum to this RFP, the successful Bidder's Proposal, any best and final offers, the Department's Notice of Acceptance, and the executed License Agreement.

17.2 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.

18 LIST OF EXHIBITS

The following are attached to and made a part of this RFP:

Exhibit A:	Proposed License Agreement
Exhibit B:	Overview of License Zones
Exhibit C:	Map of North Zone
Exhibit D:	Central Railroad of New Jersey Terminal Diagram
Exhibit E:	Map of Green Park Zone
Exhibit F:	Map of South Zone
Exhibit G:	License Payment Schedule
Exhibit H:	Proposal Application
Exhibit I:	Proposal Evaluation Form