

Addendum to Request for Proposal

Management/Operation
of Basic Concession Services and
Catering/Event Management Services,
Liberty State Park
Jersey City, Hudson County

Issued: September 15, 2011

Additions are shown in boldfaced and underlined, **thus**; deletions are crossed out ~~thus~~.

RFP AMENDMENT #1

Summary of change: The following language is substituted.

6.3 Evaluation Criteria

The following evaluation criteria, not necessarily listed in order of significance, shall be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the review process:

i. through vi., no changes.

~~vii. The bidder's proposal to perform services beyond the minimum requirements of the RFP, as described in Section 1.1.2 of this RFP, such as construction and operation of a restaurant and other permissible services that will increase use of the Park Property;~~

vii. **The Department will be attentive to the innovativeness of each proposal, in particular any proposed development of a restaurant or other permissible service(s) in the Terminal which would likely increase the usage of the Park Property.**

viii. through ix., no changes

RFP AMENDMENT #2

Summary of change: The following language is added.

6.4 Selection Process

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

The process described in the RFP may lead to the evaluation of proposals that differ in ways other than price. The approach taken by each of the Proposers to the various elements of

the RFP may differ and the encouragement for innovative and creative approaches to the RFP may lead to substantially different proposals. The negotiated contract process initiated by the Department through this RFP anticipates that the bids to be reviewed will be different in many respects, but the Department reserves the right to select the proposal that best meets the goals of the Department while generating revenue for the State through the RFP process.

RFP AMENDMENT #3

Summary of change: The following language is added.

4.4.3.3 Specific Plan Content

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

- A. through M., no changes
- N. **A Mobile Unit Plan, including: the number and proposed general locations of all mobile units (from the list of available locations set forth in Section 1.3.1A); all food, novelties and souvenirs to be sold from such units; the projected prices of all food and items for sale, within the parameters specified in Paragraph 18 of the Operating Agreement; and pictures of all mobile units, along with signage.**

RFP AMENDMENT #4

Summary of change: The following language is added to Section 1.1.4.

1.1.4 General

The Department, including Liberty State Park, reserves the right to **use classrooms and conference rooms, defined in Section 1.3.1, for interpretive programming and meetings during the hours the Park is open to the public, not to exceed ten (10) times a month. The Department also reserves the right to** organize and manage up to five (5) events a year, and shall provide Operator with no less than 90 days notice of such events, including an Earth Day celebration. **The Department shall coordinate with the Operator for these uses.**

OPERATING AGREEMENT AMENDMENT #1

Summary of change: The Department has corrected the subparagraph reference in Paragraph 4.

4. CATERING/ EVENT MANAGEMENT SERVICES

A. The Department reserves the right to disapprove of an event based on, but not limited to, such reasons as conflicts with other events occurring at Liberty State Park (see Paragraph ~~4B~~**Ai**), security concerns, inconsistency with Operational Management Plan and the integrity of Liberty State Park, the event not being an appropriate use of a public facility, the event not constituting a permissible use of Park Property.

(remainder of section unchanged)

OPERATING AGREEMENT AMENDMENT #2

Summary of change: The Department has added the following language and corrected subparagraph designations.

7. PAYMENTS TO THE DEPARTMENT

A. through B., no changes

C. On or before February 28 of each Term Year, and on or before the February 28 after this Operating Agreement has terminated, Operator shall provide Department with a financial report prepared by a Certified Public Accountant licensed to practice accounting in the State of New Jersey setting forth Operator's gross revenue for the previous Term Year ending December 31 and the results of the Audit or Special Report required by Paragraph 4 of this Operating Agreement ("Report"). Based on this Report, Operator's Variable Payment owed to Department for the previous Term Year shall be determined.

D. All Operating Agreement Payments shall be paid by check made payable to "Treasurer-State of New Jersey" and sent to:

Liberty State Park
200 Morris Pesin Drive
Jersey City, New Jersey, 07305

E. Any Operating Agreement Payment not made on or before the date provided in Subparagraph 7A hereof shall be considered past due. All past due amounts shall be assessed a monthly penalty of one and one-half percent (1.5%) of the total amount due calculated on the tenth (10th) day of each month.

OPERATING AGREEMENT AMENDMENT #3

Summary of change: The Department has corrected the subparagraph references in Paragraph 10B.

10. MOVEABLE AND NON-MOVEABLE TRADE FIXTURES

- B. Operator shall, at its sole cost and expense, provide all Non-Moveable Trade Fixtures, as that term is defined in subparagraph ~~150C~~ of this Operating Agreement, and all Moveable Trade Fixtures, as that term is defined in subparagraph ~~150D~~ of this Operating Agreement (collectively, “Fixtures”), in sufficient quantity and quality necessary for the management, maintenance and operation of the Basic Concession Services and Catering/Event Management Services, in accordance with this Operating Agreement.

OPERATING AGREEMENT AMENDMENT #4

Summary of change: The Department has corrected a paragraph reference.

14. OPERATIONAL MANAGEMENT PLAN

- v. A Mobile Unit Plan, including: the number and proposed general locations of all mobile units (from the list of available locations set forth in ~~Section 1.3.1A Paragraph 2~~); all food, novelties and souvenirs to be sold from such units; the projected prices of all food and items for sale, within the parameters specified in Paragraph 18 below; and pictures of all mobile units, along with signage.

OPERATING AGREEMENT AMENDMENT #5

Summary of change: The Department has corrected dates, days and hours of Park Property availability for Operator to conduct business in Paragraph 15B.

15. HOURS OF OPERATION AND LIMITATIONS:

- B. The Park Property shall be available for Operator to conduct business during the following dates, days, and hours as specified below:

~~Waiting Room and Blue Comet—Winter~~ (start times include setup)

Dates: ~~October 1 to April 1~~ **January 1 to December 31**

Days: Sunday through Saturday

Hours: ~~2:30 p.m. to 11:00 p.m.~~ **2:00 a.m.**

~~Waiting Room and Blue Comet—Summer~~ (start times include setup)

Dates: ~~April 1 to September 31~~ **January 1 to December 31**

Days: Sunday through Saturday

Hours: 3:30 p.m. to 11:00 p.m. **2:00 a.m.**

~~Concourse and South Field~~

Dates: ~~October 1 to April 1~~ **January 1 to December 31**

Days: Sunday through Saturday

Hours: 6:00 am to 11:00 p.m. **2:00 a.m.**

(remainder of section unchanged)

OPERATING AGREEMENT AMENDMENT #6

Summary of change: The Department has corrected the exhibit designations in Paragraph 65 and added "Certificate of Insurance".

65. ATTACHMENTS

The following are attached to and made part of this Agreement:

A. through D. unchanged

Exhibit E - ~~Inventory of Non-Moveable Trade Fixtures~~ **Certificate of Insurance**

Exhibit F - ~~Inventory of Moveable Trade Fixtures~~ **Certified copy of Operator's Resolution Authorizing Execution of Agreement**

Exhibit G - ~~Certified copy of Operator's Resolution Authorizing Execution of Agreement~~ **Inventory of Non-Moveable Trade Fixtures**

Exhibit H - ~~Vendor forms~~ **Inventory of Moveable Trade Fixtures**

Exhibit I – Vendor Forms

OPERATING AGREEMENT AMENDMENT #7

Summary of change: The Department has added the following language to Paragraph 2G:

2. SCOPE OF OPERATING AGREEMENT

G. The rights and privileges granted to Operator in this Agreement shall not be construed to restrict, condition, or prevent Department from scheduling activities, events, or affairs on Park Property as part of Department's management and operation of Liberty State Park. The Department, including Liberty State Park and the State Park Service, reserves the right to **use classrooms and conference rooms, defined in Section 1.3.1, for interpretive programming and meetings during the hours the Park is open to the public, not to exceed ten (10) times a month. The Department also reserves the right to** organize and manage up to five events a year on Park Property, and shall provide Operator with no less than 90 days notice of such events. **The Department shall coordinate with the Operator for these uses.**