

## **QUESTIONS & RESPONSES CAVEN POINT RECREATIONAL AMENITIES AT LIBERTY STATE PARK**

Reference Numbers refer to the specific section from the Table of Contents of the Request for Proposal. All questions below were received in compliance with the December 5, 2017 deadline.

**Question Section 1.2 (Page 5):** Can the peninsula upland area located on the adjacent lot (Block 27601, Lot 1 - State Owned), which is owned by the State, be utilized for grading and recreational improvements?

**RESPONSE:** The referenced State-owned property is not part of the RFP. This question is outside of the scope of the RFP. In the absence of detailed development plans and a alternatives analysis to avoid impacts to areas outside the Lease Premise the Department makes no commitments to permitting access.

**Question Section 1.2 (Page 5):** Can the adjacent lot (Block 27601, Lot 1 - State Owned) be utilized for access to the peninsula from the water to allow the import of construction material, such as soil?

**RESPONSE:** The referenced State-owned property is not part of the RFP. This question is outside of the scope of the RFP. In the absence of detailed development plans and a alternatives analysis to avoid impacts to areas outside the Lease Premise the Department makes no commitments to permitting access.

**Question Section 1.2:** Can the Tenant relocate the existing public access provide by a 8 foot wide walkway across the Peninsula that connects the Hudson Waterfront walkways between Port Liberté and Liberty National Golf Course.

**RESPONSE:** In the absence of a detailed bid response the Department cannot comment.

**Question Section 1.2.1 (Page 5):** The RFP refers to the Tenant obtaining a Remedial Action Outcome (“RAO”) for unrestricted use for Tenant’s use and Improvements on the Property. Please confirm that Tenant is not responsible for preexisting environmental conditions on the proposed leasehold and that Tenant may obtain a restricted use RAO for its use of the leasehold.

**RESPONSE:** The RFP is clear on this point. Tenant shall be solely responsible for all pre-existing environmental conditions on the Lease Premise and must obtain a Remedial Action Permit (RAP) and Remedial Action Outcome (RAO) for unrestricted use.

**Question Section 1.2.1 (Page 5):** Issuance of a Restricted Use RAO will require recording of a Deed Notice. The Deed Notice could be prepared by the Tenant's LSRP, but would need to be signed by the Department as owner prior to recording. Is this acceptable to the Department?

**RESPONSE:** The RFP requires an unrestricted RAO.

**Question Section 1.2.3 (Page 6):** Can the Tenant identify parcels for land compensation after the RFP is awarded? If not, can we generally describe the parcels to be transferred?

**RESPONSE:** It is the responsibility of the Bidder to provide the level of information necessary to support their Bid Response.

**Question Section 4.4.1.2 (Page 17):** Does the State require an original Business Registration Certificate with the bid proposal, or is a copy acceptable?

**RESPONSE:** A copy of the Business Registration is acceptable.

**Question Sections 4.4.2(vi), (vii) and (ix) (Page 18):** These Sections refer to "contracts." Is this referring to any contract or just contracts with Federal, State or local government entities?

**RESPONSE:** The RFP is clear on this point, "any contract".

**Question Section 4.4.3.2(v) (Page 21):** What level of detail does the State require for the proposed budget? Should this include the budget for construction and the existing fees and prices?

**RESPONSE:** It is the responsibility of the Bidder to provide the level of information necessary to support their Bid Response.

**Question Section 4.4.3.2(v) (Page 21):** What level of detail does the State require for the proposed budget? What "fees and prices" is the Department referring to?

**RESPONSE:** It is the responsibility of the Bidder to provide the level of information necessary to support their Bid Response. Bidder must identify all fees and prices for activities and/or sales related to its proposed use of the Leased Premises.

**Question Section 4.4.3.2(vi) (Page 20):** What information does the State require in this section for "optional services"?

**RESPONSE:** The RFP is clear on this point. It is the responsibility of the Bidder to provide the level of information necessary to support their Bid Response.

**Question Section 4.4.3.3(iii) (Page 21):** The PGA of America (“PGA”) will be operating golf events that are held on the Leased Premises. The PGA will also oversee the construction of new golf holes on the Leased Premises and the construction of the new amenities, including public amenities such as the building that will house the First Tee Program, on land that is presently operated by LNGC. Does the PGA qualify as a “sub-operator”? If so, what “conditions and disclosures” as required for the PGA?

**RESPONSE: All parties on the State Lease Premise are subject to the Lease Agreement conditions, including obtaining all required written pre-approvals from the Department.**

**Question Section 4.4.3.3(iii) (Page 21):** The PGA TOUR (“PGA TOUR”) will be operating golf events that are held on the Leased Premises. The PGA TOUR will also oversee the construction of new golf holes on the Leased Premises and the construction of the new amenities, including public amenities such as the building that will house the First Tee Program, on land that is presently operated by LNGC. Does the PGA TOUR qualify as a “sub-operator”? If so, what “conditions and disclosures” as required for the PGA TOUR?

**RESPONSE: All parties on the State Lease Premise are subject to the Lease Agreement conditions, including obtaining all required written pre-approvals from the Department.**

**Question Section 4.4.4 (Page 22):** Are the contact names and telephone numbers requested for references or personnel?

**RESPONSE: Yes. Both.**

**Question Sample Lease Introduction (Page 1):** “Effective Date” – we propose that the Effective Date be the date upon which all necessary permits and approvals are obtained for the Improvements, including appeal periods. The form lease states that the Effective Date is the date that the Lease is signed. Is this acceptable to the Department?

**RESPONSE: The effective date will be the date the Lease Agreement is fully executed by the Department.**

**Question Sample Lease Section 8 (Page 4):** Section 8(B) contains language preventing changes in the natural condition of the Lease Premises. The Tenant will be changing the natural condition of the Leased Premises to install the improvements and will require, e.g., bulk heading. So, this section will need to be revised. Further, the reference in Section 8(B) to statutory funding sources is not applicable and we propose to remove the language. Is this acceptable to the Department?

**RESPONSE:** The RFP indicates that the Sample Lease Agreement may be revised if necessary to address specific aspects of the successful bidders proposal. In the absence of a detailed bid response the Department will not comment on any specific changes proposed to the Sample Lease Agreement.

**Question Sample Lease Section 8(C) (Page 4):** Is the State Park Service the agency that approves plans under the Lease?

**RESPONSE:** No. After completion of an internal review of the detailed plans the Office of Leases and Concessions will provide notice of denial or approval to proceed and apply for all required permits and approvals.

**Question Sample Lease Section 9(E) (Page 6):** This Section refers to compliance with standards for historic places, which we understand is not applicable. We propose to remove the language. Is this acceptable to the Department?

**RESPONSE:** Bidder shall comply with this Section if the Department determines historic or cultural resources are present. In the absence of a detailed bid response the Department will not comment further.

**Question Sample Lease Section 12 (Page 7):** This Section prevents the Tenant from charging a fee for public use of the Leased Premises. The Tenant is proposing to host public golf tournaments and the public will be purchasing tickets for such events. We propose to revise this section accordingly. Is this acceptable to the Department?

**RESPONSE:** All fees must be preapproved in writing by the Department. In the absence of a detailed bid response the Department will not comment further.

**Question Sample Lease Section 15 (Page 8):** This Section prevents advertising and signage. Similar to our comment to Section 12, during events that the Tenant plans to host, there will be advertising and signage. The Tenant proposes that such temporary signage for golf events be exempt. Is this acceptable to the Department?

**RESPONSE:** All signage must be preapproved by the Department. In the absence of a detailed bid response the Department will not comment further.