

WALTER M. LUERS, ESQ. - 034041999
 LAW OFFICES OF WALTER M. LUERS, LLC
 122 West Main Street, Suite 2
 Clinton, New Jersey 08809
 Telephone: 908.894.5656

HOWARD MOSKOWITZ, ESQ. - 024821977
 HOWARD MOSKOWITZ, ESQ., P.C.
 65 St. Pauls Avenue
 Jersey City, New Jersey 07306
 Telephone: 201.844.3700
 Attorneys for Plaintiff

<p>STEVE RAMSHUR,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>DEPARTMENT OF ENVIRONMENTAL PROTECTION, MATTHEW J. COEFER, Records Custodian in the Department of Environmental Protection, and LIBERTY NATIONAL GOLF COURSE, LLC, a New Jersey limited liability company,</p> <p style="text-align: center;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION - MERCER COUNTY</p> <p>DOCKET NO. _____</p> <p>CIVIL ACTION</p> <p>VERIFIED COMPLAINT</p>
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Plaintiff, Steve Ramshur, residing in the Township of Weehawken, County of Hudson and State of New Jersey, says by way of verified complaint:

PRELIMINARY STATEMENT

1. This is an action alleging violations of the Open Public Records Act, *N.J.S.A.* 47:1A-1 to -13 (“OPRA”) and the common law right of access to government records. Plaintiff alleges that he was unlawfully denied access to the sole bid proposal—which, on information and belief, was submitted by Defendant Liberty National Golf Course, LLC (“Liberty National”)—in response to Request for Proposal, dated November 21, 2017, entitled, “Caven Point Recreational Amenities at Liberty State Park, Jersey City, Hudson County”

(“RFP”), a copy of which is attached to the Certification of Walter M. Luers being filed herewith.

2. Under the RFP, Defendant Department of Environmental Protection (“DEP”) contemplates leasing the entirety of the 21.5-acre Caven Point section of Liberty State Park, as to whose use “the Department has received substantial interest.” RFP Section 1.1, at 1.

3. Contrary to its standard procedure, under which a state park lessee must demonstrate compliance with all state and federal permit requirements “prior to . . . use of the Leased Premises,” DEP State Park Service, “Sample Standard Lease Agreement” para. 9(A), at 6, Defendant DEP further contemplates, as set forth in RFP Section 1.3, at 10, that “[t]he lessee . . . assume full operation of Caven Point on the date the Department executes the Lease Agreement,” absent the lessee having even made application for the multiple permits or waivers therefrom which are required under state and federal law.

4. Defendant Liberty National—which, according to *Golf News Net*, July 12, 2017, available at <https://thegolfnewsnet.com/golfnewsnetteam/2017/07/12/top-5-expensive-golf-club-memberships-world-105911/>, has “the most expensive golf club membership[] in the world,” its “initiation fee” being \$450,000—is not coy as to its intent, which is to “chang[e] the natural condition of the Leased Premises . . . [by] construction of new golf holes,” “Questions & Responses Caven Point Recreational Amenities at Liberty State Park,” at 3, Dec. 6, 2017.

5. In *Jersey City v. State Dep’t of Env’tl. Prot.*, 227 N.J. Super. 5 (App. Div. 1988), involving a DEP sublease of 50 acres of Liberty State Park to a private corporation for development into the 599-slip public marina on the north end of the park, the court found ‘no violation of the ‘public trust’ doctrine,” *id.* at 20, in that

[t]he marina will be open to the general public on a non-discriminatory, first-come-first-serve basis . . . [and] will be open to the public at large.

[*Id.* at 21 (citing *N.J.A.C.* 7:2-13.2; *Mathews v. Bay Head Imp. Ass’n*, 95 *N.J.* 306, 332 (1984)).]

That would hardly be the case here.

6. Plaintiff submits that the public interest mandates expeditious disclosure of the sole bid proposal to permit him and others to properly address DEP’s abdication of its duty to provide recreational opportunities to all segments of the population. *See N.J.S.A.* 13:1L-5(b).

THE PARTIES

7. Plaintiff, Steve Ramshur, resides in the Township of Weehawken, County of Hudson and State of New Jersey, of which he is a citizen.

8. Defendant DEP is a principal department of the State of New Jersey, whose principal place of business with regard to records access is Office of Record Access, 401 East State Street, Trenton, New Jersey. DEP is a “public agency” within the meaning of *N.J.S.A.* 47:1A-1.1.

9. Defendant Matthew J. Coefer, is Records Custodian of Defendant DEP, whose principal place of business is the same as that of the DEP. Coefer is a “custodian of a government record” within the meaning of *N.J.S.A.* 47:1A-1.1. He is sued in his official capacity.

10. Defendant Liberty National is a New Jersey limited liability company, having its principal place of business at 100 Caven Point Road, Jersey City, New Jersey. In denying plaintiff’s records request on April 12, 2018, Defendant Coefer, stated in relevant part that “NJDEP received one bid.” On information and belief, the bid was submitted by Defendant Liberty National where, according to *Golf News Net, supra*, the “[t]he membership is kept extremely exclusive.”

JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction pursuant to *N.J.S.A. 47:1A-6* and the common law.

12. Venue is properly laid pursuant to *R. 4:3-2(a)(2)* because one of the defendants is a department of the State of New Jersey.

FACTUAL ALLEGATIONS

13. On April 9, 2018, OPRA request was electronically submitted on behalf of plaintiff to Defendants DEP and Coefer for

[w]ith regard to RFP, dated November 21, 2017, entitled “Caven Point Recreational Amenities at Liberty State Park, Jersey City, Hudson County,” and, noting section 1.4.6, providing, as pertinent, that “[t]he entire content of every proposal that is opened and read shall become a public record . . . available for public inspection with the filing of an Open Public Records Act request with the Department,” and section 6.5, making a distinction as to “[a]ll 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 . . . , [which] will remain confidential until a Notice of Intent to Award a contract is issued,” copy of the entire content of every bid proposal.

14. On April 12, 2018, the request was denied.

The Disposition Notes state:

This request has been denied pursuant to *N.J.S.A. 47:1A-1*. See Addendum Disposition Notes below for further information.

The Addendum Disposition Notes state:

The NJDEP received one bid that is still under review and the subject RFP has not been awarded. The one bid received is not publicly available until a bid has been awarded, whether in this bidding cycle or another bidding cycle, as it would give an

advantage to competitors/bidders and as such is confidential pursuant to N.J.S.A. 47:1A-1.1. Please note, that once bids are opened & contractor selected, records are public since there is no longer any competitive disadvantage to any of the potential awardees as bidding is over. However, if bidding is open, bid not awarded, or bids are rejected, then the records are exempt until a bid as been awarded even if another bidding cycle commences.

15. Apart from referencing *N.J.S.A.* 47:1A-1.1, the denial provides no citation to authority with regard to statements set forth therein. Nor does it address plaintiff's citation to RFP sections 1.4.6 and 6.5 in his request. (The denial, which incorporates the request, is attached to the Luers Certification).

16. The Defendants used identical language on January 26, 2018 to deny a records request submitted by Michele Lanza on behalf of NY/NJ Baykeeper for the following:

I would like to see all proposals submitted in response to NJDEP's December 2017 RFP for Caven Point at Liberty State Park.

17. On January 25, 2018, Defendants DEP and Coefer responded to OPRA an request submitted by Hoboken, New Jersey resident Thomas Zalewski that "[t]he one received bid has been rejected." On the following day, defendants provided "Revised Addendum Disposition Notes, identical to their responses to the requests submitted by plaintiff and on behalf of NY/NJ Baykeeper "to correct the original response.

18. In pertinent part, RFP section 1.2, at 5, provides as follows:

Caven Point (Block 1497, Lot 1E) is a 21.5-acre peninsula stretching into the Upper New York Bay from the remainder of the 1,212-acre Liberty State Park. The site contains approximately fifteen (15) upland acres including the largest stretch of natural beach in the Upper New York Bay and Hudson River, measuring approximately one-half mile.

This RFP seeks proposals for recreational amenities to be operated within the recreation area.

19. The first paragraph of RFP Section 1.2.2 sets forth that

Caven Point contains existing onsite public passive recreational amenities that include, but are not limited to, the Hudson River Walkway, nature trails and boardwalks, and a beach and water area. The site currently provides opportunities for passive public recreation and eco-tourism in the form of bird watching, boating, fishing, crabbing and various other beach and water uses as well as scenic viewshed of the surrounding skyline from both the Hudson River Walkway and the interior of the site. The interior of the site is open to the public between October and February with access limited during the remainder of the year (March 1 through September 30) to guided tours conducted by the Department due to the presence of migratory bird habitat. The Department also allows other uses pursuant to State Park Service issued special use permits.

20. In or about 1983, Defendant DEP used funds from the 1978 Green Acres Bond Act and the Federal Land and Water Conservation Fund to purchase the property that, thereupon, became the Caven Point section of Liberty State Park. *See* RFP Section 1.2.3.

21. However, in 2018, as set forth in RFP Section 1.1, at 4, a primary goal of defendant, DEP, is to generate revenue from Caven Point.

22. The purportedly unidentified “questioner” in “Questions & Responses Caven Point Recreational Amenities at Liberty State Park,” *supra*, made the following declaratory statements:

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.

[Sample Lease Section 8 (Page 4)] 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.

[Sample Lease Section 9(E) (Page 6)] refers to compliance with standards for historic places, which we understand is not applicable. We propose to remove the language.

[Sample Lease Section 12 (Page 7)] 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.

23. The time period for submitting bids for the RFP is closed. The time period expired on December 22, 2017.

24. The RFP is a topic of substantial public interest. *See, e.g.,* Fallon, “Ultra-exclusive golf club wants to expand into Liberty State Park,” *Record*, Jan. 24, 2018, *available at* <https://www.northjersey.com/story/news/environment/2018/01/24/ultra-exclusive-golf-club-wants-expand-into-liberty-state-park/1061950001/>; O’Neill, “Sand, statue, skyscrapers the setting to protest golf course gobbling public park,” *Record*, March 3, 2018, *available at* <https://www.northjersey.com/story/news/2018/03/03/sand-statue-skyscrapers-setting-protest-golf-course-gobbling-public-park/388375002/>; Fallon, “5 early environmental tests for Phil Murphy that will affect NJ families,” *Record*, March 27, 2018, *available at* <https://www.northjersey.com/story/news/environment/2018/03/27/5-early-environmental-tests-phil-murphy-impact-n-j-families/433397002/>; McDonald, “LSP advocates urge state to reject golf course expansion, marina plan in letter to DEP,” *Jersey Journal*, Feb. 26, 2018, *available at* http://www.nj.com/jjournal-news/index.ssf/2018/02/lsp_advocates_urge_state_to_re.html; Op-ed, Greg Remaud, “Say ‘no’ to diverting Liberty Park land for golf course,” *Record*, April 6,

2018, available at <https://www.northjersey.com/story/opinion/contributors/2018/04/06/opinion-say-no-diverting-liberty-park-land-golf-course/493773002/>. In a March 26, 2018 letter to Acting DEP Commissioner Catherine McCabe, the Jersey City Environmental Commission expressed its “strong opposition to the plan to lease the Caven Point Natural Area in Liberty State Park to the Liberty National Golf Course,” available at http://www.folsp.org/Caven%20Point%20JC%20Environmental%20Commission%20letter_2018.pdf.

25. Plaintiff, as a resident of Hudson County and visitor to Liberty State Park, has a strong interest in seeing an open and public process with regard to the RFP.

26. Defendants’ interest in non-disclosure does not outweigh Plaintiff’s interest in disclosure.

COUNT I: VIOLATION OF OPEN PUBLIC RECORDS ACT, N.J.S.A. 47:1A-1

27. Plaintiff repeats and incorporates by reference each and every allegation contained in paragraphs 1-26.

28. Defendants DEP and Coefer have violated OPRA by not providing plaintiff copies of the requested documents.

COUNT II: VIOLATION OF THE COMMON LAW RIGHT OF ACCESS

29. Plaintiff repeats and incorporates by reference each and every allegation contained in paragraphs 1-28.

30. Plaintiff has a common law right of access to copies of the requested records.

31. Plaintiff has a legitimate private interest and wholesome public interest in the requested records.

32. Defendant has no legitimate interest in maintaining the secrecy of the requested records. Therefore, Defendants have violated Plaintiff's common law right of access.

WHEREFORE, Plaintiff respectfully requests that this court enter judgment against the Defendants:

- A. Ordering the Defendants to disclose to Plaintiff a copy of the entire bid proposal that was submitted in response to the "Request for Proposal: Caven Point Recreational Amenities at Liberty State Park, Jersey City, Hudson County";
- B. Awarding plaintiff costs and reasonable attorneys' fees; and
- C. For such other or further relief as the court deems just and equitable.

CERTIFICATION PURSUANT TO R. 4:5-1

I certify that the dispute about which I am suing is not the subject of any other action pending in any other court or a pending arbitration proceeding to the best of my knowledge and belief. Also, to the best of my knowledge and belief no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this complaint, I know of no other parties that should be made a part of this lawsuit. In addition, I recognize my continuing obligation to file and serve on all parties and the Court an amended certification if there is a change in the facts stated in this original certification.

CERTIFICATION PURSUANT TO R. 1:38-7(B)

I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Walter M. Luers, Esq. is designated as trial counsel on behalf of Plaintiff.

Dated: April 19, 2018

Respectfully Submitted,

LAW OFFICES OF WALTER M. LUERS, LLC
HOWARD MOSKOWITZ, ESQ., P.C.

By: /s/ Walter M. Luers
Walter M. Luers

VERIFICATION

Steve Ramshur certifies as follows:

1. I am the plaintiff in this lawsuit.
2. I have reviewed the allegations in this Verified Complaint and state that the contents thereof are true.

I certify that the foregoing statements made by me are true. I am aware that, if any of the foregoing statements is willfully false, I am subject to punishment.

Dated: April 13, 2018



WALTER M. LUERS, ESQ. - 034041999
 LAW OFFICES OF WALTER M. LUERS, LLC
 122 West Main Street, Suite 2
 Clinton, New Jersey 08809
 Telephone: 908.894.5656

HOWARD MOSKOWITZ, ESQ. - 024821977
 HOWARD MOSKOWITZ, ESQ., P.C.
 65 St. Pauls Avenue
 Jersey City, New Jersey 07306
 Telephone: 201.844.3700
 Attorneys for Plaintiff

<p>STEVE RAMSHUR,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>DEPARTMENT OF ENVIRONMENTAL PROTECTION, MATTHEW J. COEFER, Records Custodian in the Department of Environmental Protection, and LIBERTY NATIONAL GOLF COURSE, LLC, a New Jersey limited liability company,</p> <p style="text-align: center;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION - MERCER COUNTY</p> <p>DOCKET NO. _____</p> <p>CIVIL ACTION</p> <p>ORDER TO SHOW CAUSE (OPRA SUMMARY PROCEEDING)</p>
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THIS MATTER having been opened to the Court by Law Offices of Walter M. Luers, LLC, attorneys for Plaintiff Steve Ramshur, seeking relief by way of summary action pursuant to R. 4:67-1 and 2(a), based upon the facts set forth in the verified complaint and supporting papers filed herewith; and the Court having determined that this matter may be commenced by order to show cause as a summary proceeding pursuant to *N.J.S.A.* 47:1A-6 and for good cause shown,

IT IS on this _____ day of _____, 2018 *ORDERED* that the Defendants Department of Environmental Protection, Matthew J. Coefer in his official capacity as Records Custodian in the Department of Environmental Protection, and Liberty National Gold Course, LLC, appear and show cause on the _____ day of _____, 2018

before the Honorable Mary C. Jacobson, A.J.S.C., Superior Court of New Jersey, New Criminal Courthouse, 4th Floor, 400 South Warren Street, Trenton, New Jersey, at ____ o'clock in the _____ noon or as soon thereafter as counsel can be heard, why judgment should not be entered:

A. Ordering Defendants to disclose to Plaintiff a copy of the entire bid proposal that was submitted in response to the "Request for Proposal: Caven Point Recreational Amenities at Liberty State Park, Jersey City, Hudson County";

B. An award of costs of this action and reasonable attorneys' fees;

C. Such other, further and different relief as the Court may deem equitable and just.

And it is further *ORDERED* that:

1. A copy of this order to show cause, verified complaint and all supporting affidavits or certifications submitted in support of this application be served upon the Defendants personally or by certified mail, return receipt requested, within ____ days of the date hereof, in accordance with *R. 4:4-3* and *R. 4:4-4*, this being original process. Prior to the filing of any answer or opposition papers by the Defendants, the parties shall appear **via telephone** at an initial case management conference on _____, 2018. Counsel for Plaintiff shall arrange the call. Three days prior to the call, counsel for all Defendants shall advise counsel for Plaintiff of the telephone numbers on which they can be reached for the initial call.

2. The Plaintiff must file with the Court their proof of service of the pleadings on the Defendants no later than three (3) days before the return date.

3. Defendants shall file and serve a written answer and opposition papers to this order to show cause and the relief requested in the verified complaint and proof of service of the

same by _____, 2018. The answer and opposition papers must be filed with the Clerk of the Superior Court in the county listed above and a copy of the papers must be sent directly to the chambers of the Honorable Mary C. Jacobson, A.J.S.C.

4. The Plaintiff must file and serve any written reply to the Defendants' order to show cause opposition by _____, 2018. The reply papers must be filed with the Clerk of the Superior Court in the county listed above and a copy of the reply papers must be sent directly to the chambers of the Honorable Mary C. Jacobson, A.J.S.C.

5. If the Defendants do not file and serve opposition to this order to show cause, the application will be decided on the papers on the return date and relief may be granted by default, provided that the Plaintiff files a proof of service and a proposed form of order at least three days prior to the return date.

6. If the Plaintiff has not already done so, a proposed form of order addressing the relief sought on the return date (along with a self-addressed return envelope with return address and postage) must be submitted to the Court no later than three (3) days before the return date.

7. Defendants take notice that the Plaintiff has filed a lawsuit against you in the Superior Court of New Jersey. The verified complaint attached to this order to show cause states the basis of the lawsuit. If you dispute this complaint, you, or your attorney, must file a written answer and opposition papers and proof of service before the return date of the order to show cause.

These documents must be filed with the Clerk of the Superior Court in the county listed above. A directory of these offices is available in the Civil Division Management Office in the county listed above and online at:

http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf. Unless exempt from paying

the filing fee, include a \$175 filing fee payable to the “Treasurer, State of New Jersey.” You must also send a copy of your answer and opposition papers to the Plaintiff’s attorney whose name and address appear above, or to the Plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve your answer and opposition papers (with the fee) or judgment may be entered against you by default.

8. If you cannot afford an attorney, you may call the Legal Services office in the county in which you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at: http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.

9. The Court will entertain argument, but not testimony, on the return date of the order to show cause.

HON. MARYC. JACOBSON, A.J.S.C.

Law Offices of
Walter M. Luers, LLC

Suite 2
122 West Main Street
Clinton, New Jersey 08809
Telephone: 908.894.5656
Facsimile: 908.894.5729
www.luerslaw.com

April 18, 2018

Walter M. Luers, Esq.*

*Also admitted in New York

Writer's Direct Email: wluers@luerslaw.com

Honorable Mary C. Jacobson, A.J.S.C.
Superior Court of New Jersey
New Criminal Courthouse
400 S. Warren Street, 4th Floor
Trenton, New Jersey 08608

Re: *Ramshur v. Department of Environmental Protection, et al.*

Dear Judge Jacobson:

We are submitting this Letter Brief in lieu of a more formal brief in support of this action under the Open Public Records Act ("OPRA"), *N.J.S.A. 47:1A-1, et seq.*, and the common law right of access, which has been opened to the Court via Order to Show Cause. This action is being brought because Defendants have denied Plaintiff access to a response to a request for proposal ("RFP") that was solicited by the New Jersey Department of Environmental Protection. By the very terms of the solicitation, responses are public records. Section 1.4.6 of the RFP states that

The **entire content** of every proposal that is **opened and read** shall become a public record, notwithstanding any statement to the contrary made by a bidder in its proposal. As public records, all proposals are available for public inspection with the filing of an Open Public Records Act request with the Department. April 17, 2018 Certification of Walter M. Luers, Exhibit A, ¶ 1.4.6.

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Thus, not only did the Department of Environmental protection decide, in advance, that responses to the RFP would be public, but all potential bidders were on notice as well. The response period to the RFP closed on December 22, 2017. (Luers Cert., Exh. A, first page). Because the response period is now closed, the RFP process cannot be adversely affected. And, by the very terms of the RFP, responses to it are now public record.

STATEMENT OF FACTS

The Court is respectfully referred to the Verified Complaint and Certification of Walter M. Luers for a recitation of the facts and copies of the OPRA request and responses in this matter.

LEGAL ARGUMENT

I. PLAINTIFF'S ACTION SHOULD PROCEED IN A SUMMARY MANNER

The standards governing the initiation of OPRA actions are familiar ones. “A person who is denied access to a government record by the custodian of the record, . . . may institute a proceeding to challenge the custodian’s decision by filing an action in Superior Court.” *N.J.S.A.* 47:1A-6. Once instituted, “[a]ny such proceeding shall proceed in a summary or expedited manner.” *Id.* “This statutory language requires a trial court to proceed under the procedures prescribed in Rule 4:67.” *Courier News v. Hunterdon County Prosecutor’s Office*, 358 N.J. Super. 373, 378 (App. Div. 2003). Any such action must be initiated by Order to Show Cause, supported by a verified Complaint. *Id.* (citing *R. 4:67-2(a)*). Here, because OPRA authorizes actions under it to proceed in a summary manner, and because Plaintiff’s request for an order to show cause is supported by a verified complaint, the relevant documents have been provided via certification, and the relevant facts should not reasonably be disputed, the Order to Show Cause should be granted so this matter may proceed in a summary manner. *R. 4:67-2(a)*.

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II. THE DOCUMENTS SOUGHT UNDER OPRA ARE PUBLIC RECORDS AND THE DEFENDANTS ARE OBLIGATED UNDER LAW TO RELEASE THEM

Plaintiff seeks records pursuant to the Open Public Records Act (“OPRA”). OPRA mandates that “government records shall be readily accessible for inspection, copying, or examination by the citizens of this State, with certain exceptions, for the protection of the public interest.” *Libertarian Party of Cent. New Jersey v. Murphy*, 384 N.J. Super. 136, 139 (App. Div. 2006) (citing *N.J.S.A. 47:1A-1*). The New Jersey Supreme Court has stated that “Those who enacted OPRA understood that knowledge is power in a democracy, and that without access to information contained in records maintained by public agencies citizens cannot monitor the operation of our government or hold public officials accountable for their actions.” *Fair Share Housing Center, Inc. v. New Jersey State League of Municipalities*, 207 N.J. 489, 502 (2011). Recognizing the paramount importance of public access to government records, the controlling statute and interpreting courts provide that “any limitations on the right of access accorded [under OPRA] as amended and supplemented, shall be construed in favor of the public’s right of access.” *Libertarian Party of Cent. New Jersey*, 384 N.J. Super. at 139.

In this case, the Defendants denied access to responses to the RFP on the basis that the one bid received was “still under review and the subject RFP has not been awarded.” (Luers Cert., Exh. G). In contrast to its statement in the RFP itself that the responses to the RFP would be public once they were “opened and read,” the DEP took the position that the response could not be disclosed publicly until “a bid has been awarded, whether in this bidding cycle or another bidding cycle[.]” (Luers Cert., Exh. G).

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The Defendants based their denial on the “advantage to competitors/bidders” exception in *N.J.S.A. 47:1A-1.1*. This exception is not applicable here, and DEP’s reasoning is flawed.

The burden of proof in showing that a denial of access was justified rests solely with the Records Custodian. *N.J.S.A. 47:1A-6; Asbury Park Press v. Monmouth County*, 406 N.J. Super. 1, 7 (App. Div. 2009). An agency “seeking to restrict the public’s right to access to government records must produce **specific reliable** evidence sufficient to meet a statutorily recognized basis for confidentiality.” *Courier News v. Hunterdon Cnty. Prosecutor’s Office*, 358 N.J. Super. 373, 382-83 (App. Div. 2003) (emphasis added). Furthermore “any limitations on the right of access accorded [under OPRA] as amended and supplemented, shall be construed in favor of the public’s right of access.” *Libertarian Party of Cent. New Jersey*, 384 N.J. Super. at 139 (citing *N.J.S.A. 47:1A-1*).

The disclosure of a bid only benefits competitors while the bidding process is open. If potential bidders could submit OPRA requests for bids while the bidding process is open, then those competitors could file subsequent bids prior to the close of the process and tailor their bids to match or undercut the bids that were already filed. Those who had previously filed bids would not be able to respond or change their bids.

The disclosure of bid or, as is the case here, responses to an RFP, is not an advantage if the bid or response is disclosed **after the bidding has been closed**. Once the bidding or response period has closed, all parties and prospective bidders are once again on an equal footing. All potential parties may file OPRA requests for the prior bids and take that information into account if there is a subsequent round of bidding.

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Limiting access to prior bids or responses actually hurts competition, it does not protect it. Limiting access to such bids or responses beyond the time to file a bid hurts competition because it reduces information that is available to other potential bidders who can perhaps offer a better deal in a future round of bidding. The prior bidders, knowing this, may offer more attractive bids because they know there is the potential for increased competition. Ultimately, limiting access to information hurts competition. More importantly, to the extent that competition is impeded, the public interest is harmed because the public will not maximize the private sector's bids or responses to RFPs.

Indeed, refusing to release the response to the RFP here will benefit only one company: the sole company that responded to the RFP. Not releasing the response will harm competitors in any future round of bidding because they will not know the specific contents of the response that the DEP rejected. By not releasing the response, the current sole responder will be insulated from competition, not harmed by it.

III. ALTERNATIVELY, ACCESS TO THE RECORDS SHOULD BE GRANTED UNDER THE COMMON LAW

If this Court should deny access to the records requested under OPRA, the Court should grant access under the common law right of access. The public's right of access to records is broader under the common law right of access than under OPRA. "Nothing contained in [OPRA] shall be construed as limiting the common law right of access to a government record, including criminal investigatory records of a law enforcement agency." *N.J.S.A. 47:1A-8*; see also *North Jersey Media Group Inc. v. State, Dep't of Personnel*, 389 N.J. Super. 527, 536 (Law. Div. 2006); *Bergen County Improvement Auth. v. N. Jersey Media Group, Inc.*, 370 N.J.

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Super. 504, 516 (App. Div. 2004). Thus, the right of access to records under the common law is broader than under OPRA. *North Jersey Media Group*, 389 N.J. Super. at 537.

The common law right of access has three elements: (1) the records must be common law public documents; (2) the person who seeks access must “establish an interest in the subject matter of the material,” *South Jersey Publishing Co. v. New Jersey Expressway Auth.*, 124 N.J. 478, 487 (1991), and (3) the citizen’s right to access “must be balanced against the State’s interest in preventing disclosure.” *Higg-A-Rella, Inc.*, 141 N.J. at 46; *see also Keddie v. Rutgers, The State University*, 148 N.J. 36, 50 (1997) (discussing these three elements).

Common law public records “include almost every document recorded, generated, or produced by public officials whether or not ‘required by law to be made, maintained or kept on file.’” *Shuttleworth v. City of Camden*, 258 N.J. Super. 573, 582 (App. Div. 1992). A common law record is one that is made by a public official in the exercise of their public function, either because the record was required or directed by law to be made or kept, or because it was filed in a public office. *Higg-A-Rella, Inc.*, 141 N.J. at 46.

Plaintiff standing is a requirement easily met. “A citizen, and the press on its behalf, does not have to prove any personal interest in order to satisfy the common law standing requirement.” *Daily Journal v. Police Dep’t of City of Vineland*, 351 N.J. Super. 110, 122 (App. Div. 2002). An important factor to consider is whether “demand for inspection is premised upon a purpose which tends to advance or further a wholesome public interest or a legitimate private interest.” *Loigman v. Kimmelman*, 102 N.J. 98, 113 (1986) (internal citations omitted). To determine whether the records should be disclosed to Plaintiffs, this Court must balance Plaintiff’s interest in disclosure against Defendants’ interest in confidentiality.

Honorable Mary C. Jacobson, A.J.S.C.

April 18, 2018

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Here, Plaintiff's interest in the requested document is set forth in the Verified Complaint. As noted in the Verified Complaint, there is substantial interest in how development on Liberty State Park will proceed. As a resident of Hudson County, Plaintiff has a personal interest in seeing that the Park is not overdeveloped. It can be commonly appreciated that Liberty State Park is a gem within an otherwise very dense and highly developed community. Further development may harm Liberty State Park. Public disclosure of the response to the RFP is necessary so that Plaintiff and the public can participate further in the public policy debate regarding whether and how to develop Liberty State Park.

IV. PLAINTIFF IS ENTITLED TO REASONABLE ATTORNEY FEES

If this Court should order Defendants to produce the documents at issue, or if the Defendants produce the records in response to this lawsuit, the Court should find that Plaintiff is the prevailing party and, under OPRA's fee-shifting provisions, award Plaintiff its reasonable attorneys' fees and costs. *N.J.S.A. 47:1A-6; Mason v. Hoboken*, 196 N.J. 51, 79 (2008) (concluding that catalyst theory applies to fee awards under both OPRA and the common law right of access).

Respectfully submitted,

/s/ Walter M. Luers

Walter M. Luers

WALTER M. LUERS, ESQ. - 034041999
 LAW OFFICES OF WALTER M. LUERS, LLC
 122 West Main Street, Suite 2
 Clinton, New Jersey 08809
 Telephone: 908.894.5656

HOWARD MOSKOWITZ, ESQ. - 024821977
 HOWARD MOSKOWITZ, ESQ., P.C.
 65 St. Pauls Avenue
 Jersey City, New Jersey 07306
 Telephone: 201.844.3700
 Attorneys for Plaintiff

STEVE RAMSHUR, <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> DEPARTMENT OF ENVIRONMENTAL PROTECTION, MATTHEW J. COEFER, Records Custodian in the Department of Environmental Protection, and LIBERTY NATIONAL GOLF COURSE, LLC, a New Jersey limited liability company, <p style="text-align: center;">Defendants.</p>	SUPERIOR COURT OF NEW JERSEY LAW DIVISION - MERCER COUNTY DOCKET NO. _____ CIVIL ACTION ORDER
---	---

THIS MATTER having been opened to the Court pursuant to R. 4:67-1 and 2(a) by Walter M. Luers, Esq., of the Law Offices of Walter M. Luers, LLC, counsel for Plaintiff, by Verified Complaint and Order to Show Cause for an order requiring Defendants New Jersey Department of Environmental Protection, its Records Custodian Matthew J. Coefer, and Liberty National Gold Course, LLC, to provide Plaintiff with copies of certain public records, and the Court having considered the papers submitted by the parties, and having heard oral argument on _____, 2018; and for the reasons set forth on the record on _____, 2018, and for good cause shown,

IT IS on this _____ day of _____, 2018

A. **ORDERED** that within 20 days after service of this order upon the Defendants, Defendants shall provide to Plaintiff copies of the following records: all responses received by the Defendants to “Request for Proposal: Caven Point Recreational Amenities at Liberty State Park, Jersey City, Hudson County;” and it is further

B. **ORDERED** that Plaintiff is the prevailing party in this matter and is entitled to an award of reasonable counsel fees and costs. The Plaintiff and Defendants shall negotiate the amount of counsel fees and, if the issue regarding the quantum of fees is not resolved, Plaintiff shall file an appropriate motion on notice to the Defendants; and it is further

C. **ORDERED** that this Order shall be served on all parties in this matter via operation of the eCourts system.

HON. MARY C. JACOBSON, A.J.S.C.

OPPOSED _____

UNOPPOSED _____

WALTER M. LUERS, ESQ. - 034041999
 LAW OFFICES OF WALTER M. LUERS, LLC
 Suite 2
 122 West Main Street
 Clinton, New Jersey 08809
 Telephone: 908.894.5656

HOWARD MOSKOWITZ, ESQ. - 024821977
 HOWARD MOSKOWITZ, ESQ., P.C.
 65 St. Pauls Avenue
 Jersey City, New Jersey 07306
 Telephone: 201.844.3700
 Attorneys for Plaintiff

<p>STEVE RAMSHUR,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>DEPARTMENT OF ENVIRONMENTAL PROTECTION, MATTHEW J. COEFER, Records Custodian in the Department of Environmental Protection, and LIBERTY NATIONAL GOLF COURSE, LLC, a New Jersey limited liability company,</p> <p style="text-align: center;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION - MERCER COUNTY</p> <p>DOCKET NO._____</p> <p>CIVIL ACTION</p> <p>CERTIFICATION OF FACSIMILE SIGNATURE</p>
---	---

I, Walter M. Luers, of full age, hereby certify:

1. I am an attorney of the State of New Jersey and the sole member of the law firm of Law Offices of Walter M. Luers, LLC, and counsel for Plaintiff.
2. Mr. Ramshur was not available to sign his Verification to the Verified Complaint and has, therefore, provided a facsimile/PDF copy of his signature.
3. Mr. Ramshur has acknowledged to me the genuineness of his signature affixed to his Verification. A copy of the Verification with original signature affixed will be filed if requested by the Court or a party.

4. I certify that the foregoing statements made by me are true. I understand that if any of the statements made by me are willfully false, I am subject to punishment.

Dated: April 18, 2018

/s/ Walter M. Luers

Walter M. Luers

WALTER M. LUERS, ESQ. - 034041999
 LAW OFFICES OF WALTER M. LUERS, LLC
 122 West Main Street, Suite 2
 Clinton, New Jersey 08809
 Telephone: 908.894.5656

HOWARD MOSKOWITZ, ESQ. - 024821977
 HOWARD MOSKOWITZ, ESQ., P.C.
 65 St. Pauls Avenue
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 Telephone: 201.844.3700
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STEVE RAMSHUR, <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> DEPARTMENT OF ENVIRONMENTAL PROTECTION, MATTHEW J. COEFER, Records Custodian in the Department of Environmental Protection, and LIBERTY NATIONAL GOLF COURSE, LLC, a New Jersey limited liability company, <p style="text-align: center;">Defendants.</p>	SUPERIOR COURT OF NEW JERSEY LAW DIVISION - MERCER COUNTY DOCKET NO. _____ CIVIL ACTION CERTIFICATION OF WALTER M. LUERS
---	--

WALTER M. LUERS, of full age, who is the attorney for the Plaintiff in this action,
 hereby certifies and says:

1. Attached as Exhibit A is a true and correct copy of the Department of Environmental Protection's "Request for Proposal: Caven Point Recreational Amenities at Liberty State Park, Jersey City, Hudson County" ("the RFP").
2. Attached as Exhibit B is a true and correct copy of Exhibit A to the RFP.
3. Attached as Exhibit C is a true and correct copy of Exhibit B to the RFP.
4. Attached as Exhibit D is a true and correct copy of Exhibit C to the RFP.
5. Attached as Exhibit E is a true and correct copy of Exhibit D to the RFP.

6. Attached as Exhibit F is a true and correct copy of Exhibit E to the RFP.

7. Attached as Exhibit G is a true and correct copy of Defendant's April 12, 2018 denial of access to the RFP.

8. The foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false I am subject to punishment.

DATED: April 18, 2018

/s/ Walter M. Luers

Walter M. Luers

Luers Certification

Exhibit A



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

Request for Proposal

**Caven Point
Recreational Amenities
at
Liberty State Park**

Jersey City, Hudson County

Release Date: November 21, 2017

**Written Question
Cut-Off Date: December 5, 2017**

Bid Submission Due Date: December 22, 2017 by 4:00 p.m.

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1.0 GENERAL INFORMATION

1.1 Purpose and Intent

This Request for Proposal (RFP) is issued by the New Jersey Department of Environmental Protection (Department), Division of Parks and Forestry (Division), on behalf of the State of New Jersey (the State). The purpose of this RFP is to solicit proposals from qualified organizations to operate public or private outdoor recreational amenities within the Caven Point area of Liberty State Park located in Jersey City, Hudson County, New Jersey (Caven Point). Caven Point is shown on the map attached hereto as Exhibit A and the area available for recreational use under this RFP (recreation area). Bidders may propose to utilize all or a portion of the recreation area subject to the conditions set forth herein.

It is the goal of the State to advance the use of this unique location of Caven Point to provide enhanced public or private recreational amenities while preserving or enhancing existing public recreational uses, natural resources and ecological values of the site, including onsite marshlands (or to compensating and/or mitigating for any impacts thereto), and generating sufficient revenue to allow the Department to improve the condition and/or operations of Liberty State Park. The Department is seeking a bidder with a background in developing environmentally friendly recreational opportunities, and the demonstrated financial capacity, expertise and resources to provide the type of quality recreational amenities that will allow the Department to accomplish these goals.

While the site currently contains certain passive recreational amenities, the Department has received substantial interest in the use of the property, causing it consider additional or alternative recreational uses to generate additional revenue to allow the Department to better serve the general public through enhanced or improved park operations within Liberty State Park.

The successful bidder (Lessee) shall execute a Lease Agreement not to exceed twenty-four (24) years, with no term renewal option, on terms and for a rate of return satisfactory to the Department. The Lessee shall pay the Department a fixed annual rent equal to the fair market value of the proposed use of the site, adjusted annually by three (3%) percent. In addition, the Department will require payment of Variable Rent equal to at least eight (8%) percent of the Lessee's annual gross receipts or equivalent compensation proposed by the bidder. The Lessee will also be required to provide compensation to the Department to address impacts to public access and/or impacts to the wildlife, natural resources and ecological values of the site in a manner that enhances Liberty State Park in addition to any mitigation or compensation otherwise required by any applicable statute or regulation.

As set forth herein, all bidders shall submit as part of their bid proposals an Operation Plan detailing how they propose to complete and operate the proposed recreational amenities in accordance with the terms of this RFP. The Lessee shall be the qualified, responsible, and experienced bidder whose proposal demonstrates an enhanced public benefit and is most responsive to the State's goals and whose plan provides an environmentally sensitive and realistic means of generating sufficient revenue for the State, price and other factors considered.

1.2 Background

Caven Point (Block 1497, Lot 1E) is a 21.5-acre peninsula stretching into the Upper New York Bay from the remainder of the 1,212-acre Liberty State Park. The site contains approximately fifteen (15) upland acres including the largest stretch of natural beach in the Upper New York Bay and Hudson River, measuring approximately one-half mile. Caven Point is accessible on foot from Liberty State Park and the surrounding neighborhoods by the Hudson River Walkway which traverses the southwestern border of the site.

This RFP seeks proposals for recreational amenities to be operated within the recreation area.

1.2.1 Site Contamination and Remediation

In 2004, two onsite locations were remediated for elevated (>20 mg/kg) hexavalent chromium: (1) the access road area located along a former pipeline; and (2) the property boundary area located west of the onsite salt marsh. Remediation consisted of excavation and consolidation of 1050 cy and 755 cy, respectively and capping with a high-density polyethylene liner. In addition to hexavalent chromium, beryllium, nickel and vanadium were also detected at elevated levels and used as target contaminants for post-excavation analysis. The remainder of the soils on the site have never characterized.

The Department's Office of Natural Resources Damages also required the construction of an access bridge crossing Caven Creek in the southern portion of the site and connections to the Hudson River Walkway, an educational trail for park personnel on the eastern portion of the site, a two-acre salt marsh and a one-acre freshwater wetland.

The Lessee shall be responsible for conducting an environmental investigation for any activities proposed at the site including, but not limited to, preparation of a Preliminary Assessment (PA) and conducting a Site Investigation (SI), possible Remedial Investigation (RI) and preparation of Remedial Action Workplan (RAW) and Remedial Action Report (RAR) and obtaining a Remedial Action Permit (RAP) and Remedial Action Outcome (RAO) for unrestricted use.

1.2.2 Current Recreational Uses

Caven Point contains existing onsite public passive recreational amenities that include, but are not limited to, the Hudson River Walkway, nature trails and boardwalks, and a beach and water area. The site currently provides opportunities for passive public recreation and eco-tourism in the form of bird watching, boating, fishing, crabbing and various other beach and water uses as well as scenic viewshed of the surrounding skyline from both the Hudson River Walkway and the interior of the site. The interior of the site is open to the public between October and February with access limited during the remainder of the year (March 1 through September 30) to guided tours conducted by the Department due to the presence of migratory bird habitat. The Department also allows other uses pursuant to State Park Service issued special use permits.

Bidders shall formulate their proposals in such a manner to preserve and enhance the existing onsite public recreational amenities to the maximum extent possible, including minimizing any impacts to public access to onsite marshlands, and propose new compatible recreational uses. In addition, all proposals shall include the creation of new public access to the remaining marshlands

and beach and water areas through the extension of the Hudson River Walkway, construction of new or extension of existing trails or boardwalks or some other means proposed by the bidder.

If bidder's proposal impacts any of the existing recreational uses of or limits access to the general public to Caven Point, it shall propose replacement public amenities of greater recreational value onsite or elsewhere within Liberty State Park. The replacement of any impacted public amenities shall be in addition to any other compensation or mitigation under this RFP, any Lease Agreement or otherwise required by applicable law.

1.2.3 Land Use Encumbrances

The Department acquired Caven Point with a combination of funds from the 1978 Green Acres Bond Act and the Federal Land and Water Conservation Fund (LWCF). Thus, the property must be used solely for "recreation and conservation" in accordance with N.J.S.A. 13:8A-48, et seq. (Green Acres Act), and "public outdoor recreation" in accordance with the LWCF Act of 1965, 16 U.S.C. 460, et seq. Any use of the site that is determined to be inconsistent with "recreation and conservation" and/or "public outdoor recreation" is considered a diversion and/or conversion, respectively, requiring compensation. While the Green Acres Act may allow solely for the payment of monetary compensation in an amount equal to the fair market value of the land (at the greater of highest and best or intended use) as compensation for a diversion, the LWCF regulations require compensation in the form of replacement land of equal acreage, fair market value and recreation usefulness for any conversion.

If a bidder proposes private recreational amenities or any other activities that will or may reasonably be expected to result in a diversion and/or conversion, i.e. private recreation, the bid proposal shall set forth how it will satisfy the compensation requirements outline above. In the event the bidder proposes land compensation (for an anticipated conversion or in lieu of or in addition to monetary compensation offered for a diversion), the compensation proposal shall identify (by block and lot) any potential replacement lands the bidder owns (or can obtain) that will provide equal acreage, market value and recreation usefulness of the intended recreation area. The market value of any compensation offered must equal the greater of the highest and best or intended use of the intended recreation area. Failure to provide a sufficiently detailed compensation proposal for proposed amenities that will or may reasonably be expected to result in a diversion and/or conversion may be grounds for the Department to deem the bid to be materially non-responsive.

The Department may, at its sole discretion, award a Lease Agreement under this RFP for a use that results in a diversion and/or conversion. As a condition of any such award, the Lessee shall be solely responsible for preparing and submitting any required diversion or conversion application and providing all compensation required under the Green Acres Act and/or LWCF regulations. Any compensation required for a diversion and/or conversion shall be separate and in addition to any other compensation or mitigation under this RFP, any Lease Agreement or otherwise required by applicable law.

1.2.4 Natural Resources and Ecological Values

Caven Point provides considerable natural resource and ecological value to Liberty State Park and the surrounding estuary region. Caven Point contains a sandy beach, wetlands, saltwater marshland, tidal pools, mud flats and upland maritime forest. The site provides critical habitat and

nesting grounds for a variety of in-water, brackish and upland flora and fauna species including, but not limited to, migratory and wading birds, black-crowned night heron, sturgeon and winter flounder.

Any activities proposed by the Lessee shall be completed in accordance with all applicable federal and state statutes and regulations including, but not limited to, the permit requirements of the Freshwater Wetlands Act, N.J.S.A. 13:9B-1, et seq., the Waterfront Development, N.J.S.A. 12:5-3, et seq., the Flood Hazard Area Control Act, N.J.S.A. 58:16A-50, et seq., the Tidelands Act, N.J.S.A. 12:3-1, et seq., and their respective implementing regulations. The award of a Lease Agreement under this RFP does not guarantee that the Lessee will receive approval from the Department for any permit(s) required to conduct the proposed activities. The Lessee shall apply for all necessary permits and any Lease Agreement shall be contingent upon the receipt thereof. All activities conducted under any Lease Agreement awarded by the Department shall comply with the limitations and requirements of any permit(s) issued under any applicable statute or regulation including, but not limited to, timing restrictions, buffer requirements, mitigation requirements for any anticipated adverse impacts to protected resources and other limitations as may be necessary to protect threatened and endangered species.

All bidders shall describe as part of their bid proposals the method by which they will preserve and enhance the natural resources and ecological values set forth above, any anticipated adverse impacts to the natural resources and ecological values of Caven Point, how they will mitigate for those proposed impacts in a manner that enhances Liberty State Park and any permits it anticipates will require to complete the activities set forth in its proposal. Mitigation for any impacts to natural resources and ecological values shall be in addition to any other compensation or mitigation under this RFP, any Lease Agreement or otherwise required by applicable law.

1.2.5 Structures, Facilities, Parking and Utilities

The Department presently maintains only the aforementioned recreational amenities at the site. There are no parking lots, bathrooms, utilities (water, electric or sewer) or other amenities on the site.

Because the Department does not maintain any utilities at Caven Point, it has no historical data pertaining to the actual costs of the utilities. Accordingly, Bidders must make their own determinations as to the types of utilities required for the proposed activities and should consider what the costs may be to them based on their prior experience. The Lessee shall be solely responsible for paying for all utility usage for Caven Point as well as all costs to maintain and repair the utility systems.

(i) Electricity.

Public Service Electric and Gas Company (PSE&G) is the electrical provider for Jersey City. There are no utility poles on the property. The Lessee shall be solely responsible for obtaining any required utility poles, lines and related infrastructure through PSE&G, and paying for the electricity usage at the property. Additionally, Lessee shall be solely responsible for the costs, maintenance and repair of the electricity and electrical systems.

(ii) Water and Sewer.

There is no public water or sewer service at Caven Point. The Lessee shall be solely responsible for obtaining the water and sewer service necessary for its proposed activities to meet public health requirements, subject to the approval of the Department. The Lessee shall not discharge any human waste and/or waste water onto the property or the surrounding water areas. the Lessee shall be solely responsible for the cost of obtaining the water and disposing of all human waste and waste water.

The Department operates several parking lots and restroom facilities throughout Liberty State Park. The Department may consider an arrangement for shared parking and restroom facilities for a proposed public recreational use if the Department determines, as its sole discretion, that such shared parking is consistent with the requirements of the Green Acres Act and LWCF regulations, where applicable. The Department shall not consider any such shared arrangements if the proposed use is for private, rather than public, recreation.

Bidders shall not propose the construction of additional permanent or semi-permanents structures except for limited ancillary structures necessary for the operation of the proposed amenities.

Proposals for recreational amenities at Caven Point must acknowledge and consider these limitations. Bidders shall explain what changes or improvements they propose to make to the site during the term of the Lease Agreement, keeping in mind the limitations set forth herein, and how it will accommodate the anticipated parking needs for the proposed amenities.

1.2.6 Land and Roads

Entry to Caven Point is limited to foot traffic via the Hudson River Walkway. Vehicles may enter the vicinity of the site through the use of the local roads bordering the property. The Lessee is strongly encouraged to work cooperatively with local authorities to evaluate methods of ingress and egress for its proposed recreational amenities and particularly for access by emergency vehicles.

1.2.7 Maintenance/Trash

The Lessee shall be required to perform routine maintenance and repairs to the portions of the Hudson River Walkway adjacent to the site and all onsite trails, boardwalks and other improvements to the site made by the Lessee, including any necessary utilities. The clearing of snow and ice from the adjacent portions of the Hudson River Walkway and onsite trails and boardwalks shall be the sole responsibility and at the sole expense of the Lessee. If the Lessee determines that ice patches should be salted for safety reasons, the Lessee shall do so at its sole expense.

The Lessee shall also be solely responsible for all maintenance of the site, as approved by the Department, and trash removal. The Lessee shall participate in and comply with all applicable recycling programs in effect in Jersey City and/or Hudson County.

1.2.8 Improvements

Bidders shall propose improvements necessary for the operation of the proposed public or private outdoor recreational amenities including all proposed improvements for the preservation and enhancement of the current public recreational uses, natural resources and ecological values of Caven Point. Bidders shall limit construction of structures only to ancillary permanent or semi-permanent

structures necessary for the operation of the proposed amenities. Bidders shall describe, in detail, all improvements it proposes including expected costs and an expected timeline for completion.

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

(i) Signage

The Lessee may place one permanent sign at a mutually agreeable location within Liberty State Park and may place other permanent and semi-permanent signs as detailed in the bid, subject to the Department's approval and at the Lessee's expense.

(ii) Lighting

The Lessee may add exterior lighting to the site with the Department's approval.

NOTE: After execution of a Lease Agreement, whenever the Lessee plans on making additional improvements to Caven Point, it will be required to submit design documents to the Department showing the proposed improvements, expected costs, and expected timeline for completion of the improvements. Upon written conceptual approval from the Department the Lessee shall be solely responsible for preparing construction plans and specifications. All plans and specifications must be professionally prepared, signed and sealed by the appropriate professional: architect, landscape architect, or engineer. The Lessee shall be required to obtain all federal, State and local approvals required prior to undertaking any improvements. All improvements shall be maintained and repaired by the Lessee. All improvements shall become the property of the Department at the end of the Lease Agreement, unless otherwise specified by the Department.

1.2.9 Personal Property

The Lessee shall be solely responsible for providing all equipment and other such personal property (as defined below) necessary to operate the recreational amenities proposed under this RFP.

Prior to the execution of a Lease Agreement, the Lessee shall provide a list of all personal property that shall not become a part of the Department's property at the expiration of the Lease Agreement. The list of personal property items shall be attached as an exhibit to the Lease Agreement and may be updated as necessary during the term of the Lease Agreement. Any property not listed shall be considered an improvement and, at the Department's discretion, be removed or become the property of the Department upon expiration of the Lease Agreement.

1.2.10 Security

While State Park Police do patrol Liberty State Park, the Lessee shall be solely responsible for the provision and cost of security for its operations at Caven Point against burglary, theft, vandalism and unauthorized entry and, where necessary, crowd control. The Lessee shall contact the Department whenever an incident occurs at Caven Point in the manner set forth in the Lease Agreement and by calling 1-877-WARN-DEP (877-927-6337).

If the Department agrees to allow Lessee to install any locks or other security measures at Caven Point, it shall provide the Department with appropriate means of access such that the Department has unimpeded access to the site at all times.

1.2.11 Alcohol License

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

It is the intent of the Department that alcoholic beverage service be associated only with the service of food, precluding bar service, where such service is consistent with the character of the proposed recreational amenities. Nothing in this RFP or any of the attachments hereto shall be construed as a guarantee that the Lessee shall obtain a liquor license from the NJ ABC. Failure to obtain a liquor license does not negate or void this RFP or the resulting Lease Agreement in any way and the Lessee shall be expected to perform under this Lease Agreement.

1.2.12 Revenue; Audits

The Lessee will be required to deposit all revenue (cash, checks, credit cards, etc.) into a single bank account, maintained at a bank located within the State of New Jersey and maintained solely for its activities at Caven Point, and through which all financial transactions (including but not limited to deposits, withdrawals, and purchases) must pass.

The Lessee will be required to provide annual financial statement audits to the Department which include a CPA's highest level of assurances and verification and substantiation procedures. Financial statement compilations, financial statement reviews, or any other lower level of financial statements will not be accepted in lieu of an audit. A final audit will be required after the Lease Agreement expires or is terminated.

1.3 Key Events

The Lessee shall meet with members of the Department within seven (7) days of the proposal award. The Lessee must be prepared to assume full operation of Caven Point on the date the Department executes the Lease Agreement.

1.3.1 Questions and Inquiries

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

officeofleases@dep.nj.gov

1.3.1.1 Question Submission Cut-Off Date

The cut-off date for the submission of questions shall be **December 5, 2017**.

1.3.1.2 Question Protocol

Questions must be directly tied to the RFP. Questions should be asked in consecutive order, from beginning to end, following the organization of this RFP. Each question should begin by referencing the RFP page number and the section number to which it relates.

Brief *procedural* inquiries may be accepted over the telephone by the Office of Leases and Concessions. However, oral explanations or instructions given over the phone shall not be binding upon the State. Bidders shall not contact the Division of Parks and Forestry or any other branch of the Department directly, in person or by telephone, concerning this RFP.

1.3.2 Mandatory Pre-Bid Meeting and Site Visit

Because Caven Point is publicly accessible as part of Liberty State Park, the Department will not hold a mandatory pre-bid meeting or site visit for this RFP. Bidders are encouraged to visit Caven Point on their own during regular park hours to obtain information necessary to formulate a responsive bid.

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 cut-off for the submission of questions and will be posted on the Office of Leases and Concessions website:

http://www.nj.gov/dep/parksandforests/parks/business_ops/current_leases.htm, and

1.4.2 Addendum as Part of the RFP

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

1.4.3 Issuing Office

This RFP is issued by the New Jersey Department of Environmental Protection, Office of Leases and Concessions. The Manager of the Office of Leases and Concessions is the sole point of contact between the bidder and the Department for purposes of this RFP.

1.4.4 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required to formulate a bid responsive to 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 the operation of recreational amenities at Caven Point.

1.4.6 Contents of Proposal

The entire content of every proposal that is opened and read shall become a public record, notwithstanding any statement to the contrary made by a bidder in its proposal. As public records, all proposals are available for public inspection with the filing of an Open Public Records Act request with the Department.

1.4.7 Operation Plan

Detailing how the bidder will complete and operate the recreational amenities set forth in their proposal in accordance with the terms of this RFP.

1.4.8 Bid and Performance Security

Neither bid nor performance security is required for this RFP.

1.4.9 Price Alteration

Bid prices must be typed or written in ink. Any changes, including "white-outs," must be initialed. Failure to initial changes may preclude an award from being made to a bidder.

1.4.10 Causes for Rejection

In addition to the reasons for rejection of bid proposals mentioned throughout this RFP, proposals shall be rejected for any or all of the following reasons:

- a. The bidder is not authorized to do business in the State of New Jersey;
- b. The proposal is not responsive to the RFP;
- c. Bidder has failed to include any information by this RFP with its submittal;

- e. The submittal contains false or misleading statements; and/or
- f. Bidder has not provided a valid New Jersey Business Registration Certificate.

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

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

Notwithstanding the above, the Department reserves the right, in its sole discretion, to reject all bids, responsive or otherwise, and not to pursue the project outlined in this RFP.

2.0 DEFINITIONS

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

- a. “Annual Gross Receipts” shall mean all sales at the gross selling price of admissions, food, alcoholic and non-alcoholic beverages, and items of every character sold in, upon, or through any part of Caven Point by the Lessee, including, but not limited to, all revenues and sales related to the operation of Lessee’s recreational activities and gross charges for all services to customers or patrons, performed by the Lessee, in, upon, or through any part of Caven Point, 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 the Lessee and remitted to New Jersey taxing authorities with respect to each Term Year of the Lease Agreement.
- b. “Department” or “the State” shall mean the State of New Jersey, Department of Environmental Protection.
- c. “Caven Point” shall mean the approximately 21.5-acre peninsula, containing 15 upland acres, stretching into the Upper New York Bay from the 1,212-acre Liberty State Park, located in Jersey City, Hudson County, New Jersey and identified as Block 1497, Lot 1E on the official tax map of the City of Jersey City, as shown on the map attached hereto as Exhibit A.
- d. “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 Lessee.
- e. “Lessee” shall mean the successful bidder to this Request for Proposal that enters into an Lease Agreement with the New Jersey Department of Environmental Protection.
- f. “Bidder” shall mean an organization that submits a proposal in response to this Request for Proposal.

- g. “Trash” shall mean any and all garbage, rubbish, refuse and other solid waste materials.
- h. “Improvements” shall mean any renovations, changes, alterations, modifications, retro-fittings, replacements, upgrades, additions, out-fittings, and the like, including any and all woodwork, fixtures, hardware, wiring, pipes, and appurtenances that are a part of the improvements, but shall not mean personal property. Improvements shall also mean the re-building of any building due to damage to the building or the building of any new structure or trail.
- i. “Personal property” shall mean operating equipment and any other personal property necessary for the maintenance, management and operation of the recreational amenities at Caven Point in accordance with this RFP and the Lease Agreement, placed or used in Caven Point by the Lessee that are not attached to and/or physically incorporated into Caven Point.
- j. “Routine maintenance and repairs” shall mean those planned work activities that reoccur on a periodic cycle to sustain the useful life of an item and those work activities undertaken to restore damaged or worn out items to a fully functioning operating condition.
- k. “Division” shall mean the Division of Parks and Forestry.
- l. “Office” shall mean the Office of Leases and Concessions.
- m. “Manager” shall mean the Manager of the Office of Leases and Concessions.
- n. “Commissioner” shall mean the Commissioner of the New Jersey Department of Environmental Protection.
- o. “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.
- p. “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 recreational amenities at Caven Point as identified herein.

3.0 SCOPE OF WORK

The Department seeks to execute a Lease Agreement not to exceed twenty-four (24) years, with no renewal option, with a bidder with a background in developing environmentally friendly recreational opportunities and the demonstrated financial capacity, expertise and resources to provide the type of quality recreational amenities at Caven Point that will generate sufficient revenue and allow the Department to enhance the condition and/or operations of Liberty State Park in accordance with this RFP and the Lease Agreement. The standard Lease Agreement is attached hereto as Exhibit B and shall be modified as necessary to reflect the specifics of Lessee’s proposal. Bidders should refer to both this RFP and the Lease Agreement in preparation of submitting a proposal to gain a full understanding of the services required to be performed and their obligations thereunder.

As consideration for entering into the Lease Agreement, the Lessee shall pay the Department a fixed annual rent equal to the fair market value of the proposed use of the site, adjusted annually by three (3%) percent, plus, as variable rent, a percentage of its annual gross receipts of at least eight (8%) percent or equivalent compensation as proposed by the bidder.

3.1 Required Services

The Lessee shall be required to provide, at a minimum, the type of quality public or private recreational amenities at Caven Point that will generate sufficient revenue to allow the Department to meet the goals of this RFP while preserving and enhancing the current public recreational uses, natural resources and ecological values of Caven Point and compensating and/or mitigating for any adverse impacts thereto in a manner that enhances Liberty State Park. The Department encourages bidders to consider a variety of public or private, passive or active recreational uses of Caven Point.

3.2 Optional Services

In addition to the services required by section 3.1, the Lessee may provide additional recreational amenities such as:

- a. Activities or amenities designed to serve the youth of surrounding urban communities,
- b. Educational services and classes;
- c. Hiking and running trails;
- d. Winter recreational activities in addition to or as an alternative to its primary recreation amenities;
- e. Timed races for any recreational activity;
- f. Sponsorships: The Lessee may obtain sponsorships of events, trails, and structures but at no time may the Lessee obtain sponsorship for Caven Point and thereby rename Caven Point;
- g. Food;
- h. Customer service enhanced amenities.

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

4.0 PROPOSAL PREPARATION & SUBMISSION

4.1 General Information

Each bidder must strictly follow the instructions contained in this RFP in preparing and submitting its proposal. Bidders are 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

To be considered, a proposal responding to this RFP must arrive at the Office no later than **4:00 p.m. on Friday, December 22, 2017**. 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 "Caven Point RFP", the Bid Due Date, and the Bidder's Name. The proposal shall be submitted to the following address:

Department of Environmental Protection
Natural & Historic Resources
Office of Leases & Concessions
Attn: Rich Boornazian, Assistant Commissioner
Mail Code 501-04C
P.O. Box 420
Trenton, New Jersey 08625-0420

4.3 Number of Proposal Copies

Each bidder must submit one (1) complete original proposal that clearly has been marked as the "ORIGINAL" proposal. Each bidder also must submit four (4) full, complete, and exact copies of the original. The copies are necessary in the evaluation of each proposal. Bidders failing to provide the requisite number of copies shall be charged the cost incurred by the Department to produce the necessary number of copies. It is suggested that the bidder make and retain a copy of its proposal for its own records.

4.4 Proposal Content

The proposal should be submitted in one (1) volume that is divided into six (6) parts as follows:

4.4.1 Forms (Part 1)

4.4.1.1 Affirmative Action Employee Information Report

The bidder must complete the attached Affirmative Action Employee Information Report (Exhibit C), or alternatively, must supply either (1) a New Jersey Affirmative Action Certificate or (2) evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. This requirement is a precondition to entering into a valid and binding contract with the State.

4.4.1.2 Business Registration Reporting; Stock Ownership

Pursuant to N.J.S.A. 52:32-44, the State (including the Department of Environmental Protection) is prohibited from entering into a contract with an organization unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. Failure to submit a copy of the Business Registration Certificate within the bid proposal will be cause for rejection of the bid proposal.

In addition, in the event the bidder is a corporation, partnership or sole proprietorship, pursuant to N.J.S.A. 52:25-24.2, the bidder must complete the attached Ownership Disclosure Form found at Exhibit D. A current completed Ownership Disclosure Form must be received prior to or accompany the proposal. Failure to submit the form will preclude the award of a contract.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>.

4.4.1.3 Pay to Play

Pursuant to N.J.S.A. 19:44A-20.13, et seq. (P.L. 2005, c.51) and specifically N.J.S.A. 19:44A-20.21, and Executive Order No. 117 (2008) the Lessee 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 Lease Agreement exceeds \$17,500, the bidder

shall submit with the 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 Lessee’s continuing obligation to report any contributions it makes during the term of the Lease Agreement. Additionally, unless the 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 Lease Agreement exceeds \$17,500, the bidder shall submit with the 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 D, in accordance with their instructions: (1) Ownership Disclosure Form; (2) Contractor Certification and Disclosure of Political Contributions Form (P.L. 2005, c. 51); and (3) Vendor Certification and Political Contribution Disclosure Form (P.L. 2005, c. 271). Please note that forms and instructions are also available at <http://www.state.nj.us/treasury/purchase/forms.shtml>.

Bidders further are advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3) if the bidder receives contracts in excess of \$50,000.00 from a public entity in a calendar year. It is the bidder’s responsibility to determine if filing is necessary. Failure to so file will preclude a proposal award and can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

4.4.2 Background Information (Part 2)

Each bidder shall submit written answers to the following inquiries:

- i. How many years has your organization been in business under its present business name?
- ii. Under what other or former names has your organization operated?
- iii. If your organization is a corporation, provide the following information: date of incorporation; State of incorporation; president’s name; vice president’s name; secretary’s name; treasurer’s name; and corporate agent for service.
- iv. If the organization is a partnership, provide the following information: date of organization; type of partnership; and name(s) of general partner(s).
- v. If your organization is individually owned, provide the following information: date organization established; and name of owner.

- vi. Has your organization ever failed to complete any contract awarded to it?
- vii. Within the past five (5) years, has any officer or principal of your organization ever served as an officer or principal of another organization when it failed to complete a contract?
- viii. Are there any judgments, claims, arbitration proceedings, or lawsuits pending or outstanding against your organization or its officers or principals?
- ix. Has your organization filed any lawsuits or requested arbitration with regard to any contracts within the last five (5) years?
- x. Has any owner made a claim against you, which has resulted in arbitration or litigation with the past five (5) years?
- xi. Has your organization or any of its officers, principals or owners ever been convicted of a crime, or are they presently the target of any criminal or administrative investigation?
- xii. Has your organization or any of its officers, principals, or owners ever been disqualified, suspended, or debarred from a contract with any Federal, State, or local government entity?
- xiii. Does your organization or any of its officers, principals or owners currently possess a liquor license issued by the New Jersey Division of Alcoholic Beverage Control?
- xiv. Has your organization or any of its officers, principals, or owners ever applied to and been unable to obtain a liquor license issued by the New Jersey Division of Alcoholic Beverage Control?
- xv. Has your organization or any of its officers, principals or owners ever possessed a liquor license issued by the New Jersey Division of Alcoholic Beverage Control (NJ ABC) and has any license for the last ten (10) years ever been suspended or revoked?
- xvi. Has your organization or any of its officers, principals or owners ever possessed a liquor license issued by the NJ ABC and has been fined by the NJ ABC?
- xvii. Has your organization or any of its officers, principals or owners that possessed a liquor license from any other issuing authority and had the issuing authority revoke or suspend the liquor license for any reason?

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

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

- i. A description of the bidder's experience as a provider of events, event services and recreational amenities;
- ii. A list of any other qualifications, awards or experience as a provider of events, event services and recreational amenities; and
- iii. The beginning and ending dates of each management contract or lease associated with each event and recreational amenity 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 Lease Agreement. The RFP and the Lease Agreement fully describe the minimum services to be provided by the Lessee. The bidder must present its understanding of the requirements of the RFP and Lease Agreement and its ability to fulfill said requirements successfully. However, the bidder is encouraged to expand upon, supplement, or add other amenities and services areas where the bidder has expertise that may benefit the State and maximize the use of Caven Point as described in this RFP. This section of the bidder's proposal should contain at least the following information:

4.4.3.1 Operation Plan

Each bidder shall submit an Operation Plan containing a complete description of how the bidder intends to fulfill its obligations under the RFP and Lease Agreement, in narrative format. The Operation Plan shall contain a complete description of how the bidder intends to implement each of the requirements set forth in the RFP and Lease Agreement. The narrative should exemplify to the Department that the bidder understands the objectives of the RFP and Lease Agreement, the nature of the services required, and the level of effort necessary to successfully execute the services under the RFP and Lease Agreement. The bidder's narrative should further be designed to convince the Department that the bidder's Operation Plan demonstrates an enhanced public benefit, is viable, environmentally sensitive and can be successfully executed, and that the bidder's general approach to undertaking the RFP and 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 Lease Agreement is strongly discouraged because it does not provide the Department with insight into the bidder's ability to successfully perform under the RFP and Lease Agreement. In sum, the bidder's response should be designed to demonstrate that the bidder's detailed plans and proposed approach to performing the requirements under the RFP and Lease Agreement are realistic, attainable, and appropriate and that the bidder's proposal will lead to successful performance thereunder in satisfaction of DEP's state goals.

4.4.3.2 Specific Plan Content

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

- i. Description of the recreational amenities the bidder will provide;

- ii. Description of how it will preserve and enhance the existing public recreational uses, natural resources and ecological values of Caven Point;
- iii. Description of how it will compensate and mitigate for any adverse impacts, including replacement of any lost recreational uses with ones of greater recreational value, in a manner that enhances Liberty State Park;
- iv. Description of the public benefits of bidder's proposal to the surrounding communities and the State;
- v. A list of all anticipated permits necessary to complete bidder's proposal;
- vi. Anticipated staffing and personnel structure;
- iii. Plans for advertising and publicizing the opening of the recreational amenities at Caven Point;
- iv. Proposed hours of operation and months of operation;
- v. Proposed budget including a schedule of proposed fees and prices;
- vii. Proposed additional improvements to all parts of Caven Point and/or Liberty State Park;
- vi. Proposed optional services to be provided by the bidder;
- vii. Description of security including crowd control measures for events and handling of emergencies and closures;
- viii. Description of how the bidder will accommodate its anticipated parking, water, sewer, waste disposal and utility needs
- ix. Description of how the bidder will maintain the property; and
- x. Description of any other information required by this RFP or pertinent to the Department's decision to award the Lease Agreement.

With respect to fee and price schedules, the Lessee 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 for similar recreational amenities in the area.

4.4.3.3 Mobilization and Implementation Plan

The bidder must include as part of its proposal a detailed mobilization and implementation plan, beginning with the date of notification of the proposal award. The mobilization and implementation plan must include the following elements:

- i. A detailed timetable for the mobilization and implementation period. This timetable should be designed to demonstrate how the bidder plans to have the proposed recreational amenities operational and by what date.
- ii. The bidder must submit a plan for the purchase and distribution of all ancillary structures, equipment, inventory, supplies, materials, etc. that will be required to fully implement the 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 any portion of its proposed activities. Bidders must explain in detail how any sub-operator identified will be involved in the mobilization and implementation plan. All sub-operators are subject to the same conditions and disclosures as the bidder and must be approved by the Department prior to the bidder contracting with any sub-operator(s).

4.4.3.4 Potential Problems

The bidder should set forth a summary of any and all problems anticipated during the term of the 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 Lease Agreement. Bidders shall include the names and addresses of agents for service of legal documents.

4.4.4.1 Location

The bidder should include the name(s) of key personnel, location of the office, and telephone number of the office that will be responsible for the project.

4.4.4.2 Resumes

Detailed resumes should be submitted for all management, supervisory, and key personnel who will be acting under the 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 Lease Agreement to the bidder's overall organizational structure.

4.4.4.4 Sublease(s)

The Lessee may not enter into any sublease agreements with outside entities for the operation of the recreational amenities provided under this RFP and Lease Agreement without prior notification to and approval by the Department in writing. The Department shall grant approval solely for subleasing of discreet tasks or operations under the Lease Agreement and not for the entirety of the operation. Any approved sub-lessee shall be subject to the same conditions and disclosures as the bidder.

4.4.4.5 Experience of Bidder on Projects of Similar Size and Scope

As evidence of the bidder's ability to complete the services set forth in the RFP and Lease Agreement, the bidder should provide a comprehensive listing of recreational amenities and event services it has provided of similar size and scope within 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 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 recreational amenities and event services, including the following:

- i. a description of all recreational amenities and events it has provided or been involved with, including size, type, and location for each;
- ii. a description of all recreational amenities and event facilities the bidder has operated or managed; and
- iii. the beginning and ending date of each ownership, operating agreement or lease associated each item 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 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, documentation from a bank or financial institution regarding current lines of credit, and the bidder's federal employer information number (FEIN);
- ii. certified financial statements which include a balance sheet, income statement and statement of cash flow, assets, liabilities, net worth, revenues and receipts, expenses, profit or loss, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year; or
- iii. if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information together with a certification from the Chief Executive Officer and the Chief Financial Officer,

that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements.

4.4.5 Monetary Proposal (Part 5)

The bidder must submit a monetary proposal. Failure to submit a monetary proposal shall result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through completion of the proposal award process.

Each bidder shall submit, as part of its monetary bid, a proposal for fixed annual rent equal to the fair market value for the proposed use, adjusted annually by three (3%) percent. Each bidder shall provide sufficient information to demonstrate that the fixed rent offered is equal to the fair market value of the proposed use.

Each bidder shall also submit, as part of its monetary bid, a percentage of the annual gross receipts of at least eight percent (8%) or other equivalent compensation that will be paid to the Department as variable rent (e.g. if the Lessee proposes a percentage of eight percent (8%), the Lessee shall be required to remit eight percent of all gross receipts to the Department as variable rent). Bidders shall provide financial projections demonstrating the estimated amount of variable rent the Department will receive for the term of the Lease Agreement. Bidders are encouraged to propose a greater percentage. If the bidder proposes Variable Rent in a form other than a percentage of annual gross receipts, it shall demonstrate how the proposed compensation will be equivalent to the minimum of eight percent. The determination of equivalency of compensation shall be in the Department's sole direction; however, the bids of bidders that propose less than eight percent or other equivalent compensation shall be deemed non-responsive. For purposes of this RFP and the Lease Agreement, annual gross receipts shall be defined as set forth herein.

4.4.6 Compensation Proposal

Each bidder shall submit a detailed proposal setting forth how it intends to provide compensation to the Department to address any impacts to public access and/or wildlife, natural resources and ecological values of the site in a manner that enhances Liberty State Park, any mitigation or compensation anticipated under any applicable environmental statute or regulation and, where the bidder proposes private recreational amenities or any other activities that will or may reasonably be expected to result in a diversion and/or conversion, how it will satisfy the compensation requirements of the Green Acres Act and the LWCF regulations.

4.4.7 Changes to Terms and Conditions (Part 6)

A bidder may propose changes or modifications or takes exception to any of the State's terms and conditions. If a bidder does so, the bidder must state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement. Bidders must be aware, however, that there are certain terms and conditions that are required by law (e.g., Pay to Play, Affirmative Action, Business Registration, Prevailing Wage).

5.0 OPERATION AGREEMENT

5.1 Precedence of Agreement Terms and Conditions

The Lease Agreement shall ultimately consist of this RFP, any addendum to the RFP, the Lessee's proposal, any best and final offers, the Department's Notice of Acceptance, the executed Lease Agreement, and all exhibits to the Lease Agreement.

In the event of a conflict between the provisions of this RFP and any addendum to the RFP, the addendum shall prevail. 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. In the event of a conflict between the terms of any other document and the Lease Agreement, the Lease Agreement shall prevail.

5.2 Agreement Term

The term of the Lease Agreement shall be for a period of not more than twenty-four (24) years, unless earlier terminated pursuant to its terms, with no renewal option. The anticipated effective date will be provided in the Lease Agreement. If delays in the selection process result in an adjustment of the anticipated Effective Date, the Lessee shall agree to accept an agreement for the full term of same.

If the Department permits the Lessee to continue operating the Property after expiration of the Lease Agreement without having executed a new written agreement, the Lessee shall continue to operate subject to all terms, covenants, and conditions contained in the expired Lease Agreement. Such continuation of operations by the Lessee shall not constitute a renewal or extension of the expired Lease Agreement.

5.3 Insurance

The Lessee shall, at its sole cost and expense, obtain and maintain at all times during the Term of this Agreement, insurance of the types and in the amounts hereinafter provided:

- | | | |
|------|---|----------------|
| a. | Commercial General Liability & Property Damage | \$5,000,000.00 |
| b. | Worker's Compensation | |
| i. | Bodily Injury each occurrence | \$1,000,000.00 |
| ii. | Disease each employee | \$1,000,000.00 |
| iii. | Disease aggregate Limit | \$1,000,000.00 |
| c. | Such other insurance and in such amounts as may from time to time be reasonably required by the Department. | |

d. If issued a liquor license by the New Jersey Division of Alcohol Beverage Control, the Lessee 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 Lessee 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 Lease Agreement shall render the agreement null and void. The certificate of insurance shall provide for sixty (60) days' notice, in writing, to the Department prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained. The Lessee 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 Lessee's indemnification obligations in this RFP and Agreement.

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

5.4 Indemnification

The Lessee for itself, its successors, and assigns, assume all risks and liabilities arising out of bidder's possession, operation, maintenance, and improvement of Caven Point. The Lessee covenants to defend, protect, indemnify, and save harmless the State and releases the State 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 Caven Point, or in any manner growing out of or connected with the use, nonuse, condition, or occupancy of Caven Point;
- b. Violation of any agreement or condition of the Lease Agreement by the Lessee, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through the Lessee;
- c. Violation by the Lessee of any contracts, agreements, or restrictions of record concerning Caven Point or any federal, State, or local law, ordinance, or regulation affecting Caven Point and/or Lessee's possession, use and occupancy thereof; or
- d. Any act, error or omission by the Lessee, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through the Lessee in the performance of the Lease Agreement.

The Lessee's indemnification and liability is not limited by but is in addition to the insurance obligations and any terms set forth in the Lease Agreement.

5.5 Claims and Remedies

5.5.1 Claims

The following shall govern claims made by the contractor regarding contract award rescission, contract interpretation, contractor performance and/or suspension or termination.

Final decisions concerning all disputes relating to contract award rescission, contract interpretation, contractor performance and/or contract reduction, suspension or termination are to be made by the Commissioner. The Commissioner's final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

All claims asserted against the Department by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. However, any claim against the Department relating to a final decision by the Commissioner regarding contract award rescission, contract interpretation, contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A. 59:8-8 or 59:13-5 shall not commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Commissioner was improper.

5.5.2 Remedies

Nothing in the contract shall be construed to be a waiver by the Department of any warranty, expressed or implied, or any remedy at law or equity.

5.6 Taxes and Assessments

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

5.7 Prevailing Wage Act

The Lessee shall comply with the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 as codified in N.J.S.A. 34:11-56.25, et seq. The Lessee 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 Lessee must comply with the federal requirements.

5.8 Conflicts of Interest

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of Environmental Protection or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraphs a through e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

5.9 MacBride Principles

The Lessee must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. The MacBride Principles Certification form can be found at Exhibit E.

5.10 Iran Certification

Bidder shall certify, pursuant to Public Law 2012, c. 25, that neither the bidder nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). The Iran Certification form can be found at Exhibit E

5.11 Americans with Disabilities Act; Anti-discrimination

The Lessee 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 Lessee 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 Lease Agreement at Exhibit B.

5.12 Applicable Law and Jurisdiction

This RFP and the resulting Agreement shall be governed by and interpreted in accordance with the Laws of the State of New Jersey and any legal actions filed shall be filed in the courts of the State of New Jersey.

6.0 PROPOSAL EVALUATION & SELECTION PROCESS

6.1 Proposal Evaluation Committee

Proposals will be reviewed and evaluated by a committee, which shall include participants from the Department's Natural and Historic Resources.

6.2 Oral Presentation and/or Clarification of Proposal

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its proposal. The Evaluation Committee also may require a bidder to submit written responses to questions regarding its proposal. The purpose of such communication with a bidder, either through an oral presentation or written letter of clarification, is to provide an opportunity for the bidder to

clarify or elaborate on its proposal. However, original proposals may not be supplemented, changed, or corrected in any way. No comments regarding other proposals are permitted. Further, bidders may not attend presentations made by other bidders.

It is within the discretion of the Evaluation Committee to require a bidder to make an oral presentation or to submit written responses to questions regarding its proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a proposal. The Manager will be the sole point of contact regarding any request for an oral presentation or written clarification.

6.3 Evaluation Criteria

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

- i. The bidder's general approach and plans in meeting the requirements of this RFP;
- ii. The bidder's detailed approach and plans to perform the services proposed to be conducted under the Lease Agreement;
- iii. The public and/or community benefits of the bidder's proposal;
- iv. The benefit to the State of bidder's proposal;
- v. The bidder's documented experience in developing and administering environmentally friendly outdoor recreational amenities, events and facilities;
- vi. The qualifications and experience of the bidder's personnel, with emphasis on documented experience;
- vii. The bidder's overall ability to mobilize, undertake, and successfully perform in accordance with the Lease Agreement, including providing any mitigation and/or compensation required under this RFP. This judgment will include but not be limited to the qualifications of the proposed personnel and the bidder's Operation Plan;
- viii. The bidder's availability and commitment to effectuating the Lease Agreement;
- ix. The bidder's financial viability and organizational history;
- x. The bidder's monetary proposal;
- xi. The manner in which bidder's proposed compensation and/or mitigation for adverse impacts enhances Liberty State Park.

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. 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 obtain the best value. Therefore, the bidder is advised to submit its best technical and price proposal in response to this RFP since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any bidder.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

NOTE: If the Division contemplates negotiation, proposal prices will not be publicly read at the proposal submission opening. Only the name and address of each bidder will be publicly announced at the proposal submission opening.

7.0 EXHIBITS

- A. Survey Map of Caven Point
- B. Lease Agreement (proposed)
- C. Affirmative Action Employee Information Report
- D. Pay to Play Forms: (1) N.J.S.A. 52:25-24.2 Ownership Disclosure Form; (2) Contractor Certification and Disclosure of Political Contributions Form (P.L. 2005, c. 51); (3) Instructions -- Contractor Certification and Disclosure of Political Contributions (P.L. 2005, c. 51); and (4) Vendor Certification and Disclosure of Political Contribution Disclosure Form (P.L. 2005, c. 271)
- E. MacBride Principles and Iran Certification

Luers Certification

Exhibit B

**Liberty State Park
Jersey City, Hudson County**

**Block 24307
Lot 10**






**Old Block 1497
Old Lot 1E**

0 200 400 800 Feet 

0 125 250 500 Feet 
11-15-2017

Legend

Landuse 2012

-  BARREN LAND
-  FOREST
-  URBAN
-  WATER
-  WETLANDS

Luers Certification

Exhibit C

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

SAMPLE STANDARD LEASE AGREEMENT

THIS LEASE AGREEMENT, made the XX day of XXXXXX in the year Two Thousand and XXXXXXXX (20XX).

BETWEEN

**THE STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE PARK SERVICE
MAIL CODE 501-04
P. O. BOX 420
TRENTON, NEW JERSEY 08625 -0420**

hereinafter referred to as Landlord,

AND

XXXXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX

hereinafter referred to as Tenant.

WHEREAS, Landlord is charged with the responsibility and is empowered to acquire, hold, lease, manage, protect and develop lands of the State of New Jersey for recreation, conservation, cultural and educational purposes; and

WHEREAS, Landlord acquired the certain property as hereinafter described in the City of Jersey City, County of Hudson, State of New Jersey, said property currently comprises part of the Liberty State Park; and

WHEREAS, the Tenant is interested in entering into a new lease with the Landlord; and

WHEREAS, Landlord has determined that leasing the hereinbelow described leased premises to Tenant will not interfere with reasonably anticipated plans for development of the subject property for public recreation and conservation purposes and that the best interests of the State of New Jersey will be served by leasing the subject property to Tenant for the purpose and subject to the conditions hereinbelow provided.

NOW THEREFORE, in consideration of the payment of rent by Tenant and as hereinafter provided and the mutual covenants hereinafter made, the parties hereto agree as follows:

THAT, IN ACCORDANCE with the provisions of N.J.S.A. 13:13A-9 and N.J.S.A. 13:1L-8, Landlord does hereby grant to Tenant and Tenant does hereby accept, a lease to enter upon, for the purposes herein provided: ALL that certain land and improvements thereon known and designated as and consisting of approximately State of New Jersey, ("Leased Premises"). The Leased Premises are identified more particularly on the Lease Map attached to and made a part of this Lease Agreement as Exhibit A.

Landlord and Tenant hereby mutually covenant and agree as follows:

1. TERM

A. This Lease Agreement shall be in effect for a period of XX (XX) years (the "Term"), commencing on the Effective Date unless sooner terminated as hereinafter provided or pursuant to Paragraph 24 of this Lease Agreement. The Effective Date shall be the date on which

the Landlord signs the lease, as indicated by the date on the first page herein (the "Effective Date").

Tenant's possession and use of the Leased Premises shall not extend beyond the expiration of the Renewal Term except upon execution of a new Lease or as provided for in Paragraph 30 hereof.

2. RENT

A. Tenant shall pay to Landlord an annual rent (the "Rent") in the amount of \$XXXXs (\$X,XXXX). Rent for the first year will be due when Tenant returns this Lease Agreement, signed by Tenant, to Landlord for signature. For every year thereafter, the Rent shall be payable on the Effective Date of this Lease Agreement.

B. The Rent will increase annually by three percent (3%) on the anniversary of the Effective Date.

C. All Rent shall be paid by check made payable to "Treasurer-State of New Jersey" and sent to:

Department of Environmental Protection
Natural & Historic Resources
Administrator, Office of Leases & Concessions
Mail Code 501-04C
PO Box 420
Trenton, New Jersey 08625-042

D. Any payment of Rent not made on or before the date provided in Subparagraph 2A hereof shall be considered past due. All past due amounts shall be assessed a monthly penalty of five percent (5%) of the total amount due calculated on the tenth (10th) day of each month.

E. In the event any check for payment is returned to Department, all future compensations shall be made by Certified or Cashier Checks only.

3. ADDITIONAL RENT

A. Where expressly provided herein, the cost of Tenant's compliance with this Lease Agreement shall constitute "Additional Rent."

B. If Tenant fails to comply with any agreement in this Lease Agreement, Landlord may do so on behalf of Tenant. Landlord may charge the cost of compliance to Tenant as "Additional Rent." This includes reasonable attorney's fees incurred by Landlord as a result of Tenant's violation of any agreement contained in this Lease Agreement.

C. The Additional Rent shall be due and payable as rent within thirty (30) days after written demand thereof by Landlord. Nonpayment of Additional Rent gives Landlord the same rights as if Tenant failed to pay the Rent.

4. PURPOSE

A. Tenant shall not use or occupy the Leased Premises for any other purpose than to provide access to _____ Said purposes are hereinafter collectively referred to as "Activities."

B. Tenant shall not use or allow or permit others to use the Leased Premises for any purpose or in any manner other than as expressly provided herein. No use or manner of use shall be implied from the purposes expressed herein. Tenant shall not conduct or allow any use which would in any way: (i) make void or voidable any insurance then in effect; (ii) cause damage to all or any part of the Leased Premises or any adjacent State Park property; (iii) violate any federal, State, or local law, ordinance, rule, or order; or (iv) constitute a public or private nuisance. Tenant shall not cause or permit to occur, any violation of any federal or State law or regulation now or subsequently in effect related to environmental conditions on, under, or about the Leased

Premises, including but not limited to soil, ground water, and surface water conditions. Without limitation, Tenant shall not dump or place or otherwise permit or allow any person to dump or place (a) soil or other substances or material as landfill on the Leased Premises except as approved by Landlord as part of the improvement and maintenance of the Leased Premises, or (b) any trash, waste, hazardous waste, vehicles, equipment, or any unsightly or offensive materials on the Leased Premises.

C. In the performance of this Lease Agreement and of Tenant's internal affairs, Tenant shall not engage in, prosecute, endorse, sponsor, or cosponsor any activity or course of action which Landlord reasonably determines interferes with or is contrary to Landlord's control, management, direction, and policy over the Leased Premises or any other property comprising part of the State Park.

5. CONDITION OF LEASED PREMISES

The Leased Premises are leased to and accepted by Tenant in their present condition and without representation or warranty of any kind by Landlord including, without limitation, any representation or warranty of fitness for a particular purpose. Tenant has made a physical inspection of the Leased Premises and has found same satisfactory for all purposes of this Lease Agreement. Tenant shall provide all such labor, materials, supplies, and equipment sufficient to improve, maintain, and operate the Leased Premises for the purpose and subject to the terms and conditions herein provided.

6. SECURITY

Tenant shall, at its sole cost and expense, be responsible for security of the Leased Premises and any Improvements thereon. Landlord has no obligation to Tenant for security of the Leased Premises and shall not be responsible to Tenant, its agents, employees, or invitees (express or implied) for personal injury, death and/or loss, damage, or destruction of Improvements, supplies, equipment, or personal property on the Leased Premises.

7. MAINTENANCE, REPAIR, AND UTILITIES

A. Tenant shall be solely responsible for the maintenance of the Leased Premises and buildings, structures, and improvements thereon, including structural repairs, the installation and repair of all utility systems, and the cost of all utility services, if applicable. Tenant shall deliver up peaceable possession of the Leased Premises to Landlord upon expiration or termination of this Lease Agreement in at least as good condition as it was delivered at the commencement of the Term. Landlord shall not be required to maintain or repair the Leased Premises.

B. Tenant shall, at its sole cost and expense, keep and maintain the Leased Premises, including any improvements constructed or located thereon, in good repair and condition and shall promptly make all structural, nonstructural, ordinary, and extraordinary repairs of every kind which may be required to be made upon or in connection with the Leased Premises, any improvements thereon or any part thereof in order to keep and maintain the Leased Premises and any improvements thereon in good repair and condition.

C. Tenant shall, at its sole cost and expense, keep and maintain the Leased Premises, including any improvements constructed or located thereon, clean, neat, and well maintained.

D. Tenant shall, at its sole cost and expense, install, maintain, repair, and replace all utility systems and pay for the cost of all utility services, including water, gas, heat, telephone, electricity, sewer, and other utility and communications services rendered or used on or about the Leased Premises, if applicable.

E. Tenant shall keep the Leased Premises free of trash and shall be responsible for the collection, disposal, and recycling of all garbage, rubbish, and other waste from the Leased Premises. Tenant shall participate in and comply with all recycling programs in effect for the county and municipality in which the Leased Premises is located.

F. Tenant shall, at its sole cost and expense be responsible for tree maintenance and hazard tree identification and management on the Leased Premises. Tenant shall not make or allow any physical change in the natural condition of the Leased Premises, including but not limited to the cutting or removal of trees or shrubs, without first submitting plans and specifications therefor to Landlord and obtaining Landlord's written approval thereof. Landlord's approval shall not relieve Tenant of its obligation to obtain and maintain all licenses, permits, and approvals required by the appropriate federal and/or State governmental agency having jurisdiction over the activity to be undertaken.

G. Landlord agrees that Tenant may make such improvements to the ingress and egress roadway as shall be consistent with the safety and welfare of the general public. These improvements may include grading and installation of additional gravel. However, no permanent paving or other hard surface improvement shall be allowed. Tenant shall obtain all necessary road permits in connections with the above described improvements as shall be required by the State of New Jersey, Department of Transportation.

8. IMPROVEMENTS

A. Tenant shall not enter into any contract for or commence any restoration, preservation, renovation, or improvement project, including but not limited to the construction or placement of any non-permanent building, structure, or utility, or any change in the natural condition of the Leased Premises (collectively "Improvements") without first submitting to Landlord, and obtaining Landlord's written approval of, an "Improvement Plan" for the proposed Improvement. The Improvement Plan shall include but not be limited to: (a) a description (including plans and specifications when deemed appropriate by Landlord) of each Improvement; (b) a schedule for initiation and completion of each Improvement; (c) a statement whether each Improvement will be performed by Tenant or a contractor; and (d) such additional information that Landlord may reasonably require to determine whether to approve the proposed Improvement.

B. Landlord's approval shall be based upon Landlord's determination that Tenant is capable of completing the proposed Improvement, and that the intended use and character of the proposed Improvement is consistent with the purposes of this Lease Agreement, is compatible with the natural condition of the Leased Premises, is consistent with the terms of the grant and/or statutory funding source under which Landlord acquired the Leased Premises, and will not pose a threat to public health and safety. As approved by Landlord, said Improvement Plan shall become a part of this Lease Agreement by reference, and Tenant shall not modify or deviate therefrom without first obtaining Landlord's express written approval.

C. All Improvement Plans submitted to Landlord by Tenant under this Paragraph are for the purpose of assisting Landlord in determining whether to approve the proposed Improvement under the criteria for approval set forth in Subparagraph B of this Paragraph. Landlord's approval of any such plan through the State Park Service shall not be construed to relieve Tenant of its responsibility to obtain and maintain all licenses, certificates, permits, and approvals now or subsequently required by federal, State, and local authorities for the construction and use of the Improvement. Tenant shall, prior to the commencement of any Improvement, apply for and obtain all federal, State, and local licenses, certificates, permits, and approvals required for construction of the proposed Improvement. Upon the issuance of said licenses, certificates, permits, and approvals, Tenant shall submit copies of same to Landlord and then commence the Improvement project in accordance with the approved Improvement Plan. All construction shall be done in a good and workmanlike manner in accordance with the approved Improvement Plan and all requisite licenses, certificates, permits, approvals, and any other requirements of federal, State, or local authorities having jurisdiction.

D. Approval by Landlord of design plans, specifications, and reports submitted by Tenant in accordance with this Lease Agreement shall not in any way relieve Tenant of responsibility for the technical accuracy thereof. Tenant is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, and reports furnished under this Lease Agreement. Tenant shall, at its sole cost and expense, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, and reports. Approval or acceptance thereof by Landlord shall not be construed as a waiver of any rights of Landlord under this Lease Agreement or any cause of action arising out of the performance

of this Lease Agreement.

E. Landlord reserves the right to approve the location, type of structure, and/or physical alteration involved in any Improvement and to require that Improvements be constructed or placed in such a manner that they may be removed with minimum damage to the Leased Premises.

F. Upon compliance with this Paragraph, Tenant may enter into contracts for the performance of construction of an Improvement, provided that in no such event shall Tenant's obligations under this Lease Agreement be deemed to be diminished thereby. Nothing contained in any such contracts shall be construed as creating any contractual relationship between any contractor or subcontractor and Landlord.

G. Tenant shall, at its sole cost and expense, provide all necessary construction management for each Improvement. Landlord may, at its sole cost and expense, monitor Tenant's construction management.

H. For any Improvement undertaken as a single project and involving an estimated cost aggregating more than Twenty Thousand (\$20,000.00) Dollars, Tenant shall, at the request of Landlord: (i) provide to Landlord, as security for the satisfactory completion of the construction of the project in form and substance satisfactory to Landlord, a corporate surety bond of a corporate surety company satisfactory to Landlord in the amount of one hundred percent (100%) of the cost of construction of the project, naming Landlord and Tenant as co-obligee; and (ii) provide to Landlord a labor and material payment bond of a corporate surety company satisfactory to Landlord and meeting the requirements of N.J.S.A. 2A:44-143 providing for the prompt payment for materials, supplies, labor, services, and equipment, naming Landlord and Tenant as co-obligee in form and substance satisfactory to Landlord.

I. Before commencement of construction, Tenant shall deliver to Landlord certificates of insurance showing that Tenant and/or its contractors and subcontractors have obtained insurance coverage during construction as follows: (i) Completed Value Builder's Risk insurance with standard fire and extended coverage and, to the extent that insurance against any additional risk is obtainable at standard rates, "all-risk" extended coverage endorsement; (ii) Contingent Liability and Comprehensive General Public Liability insurance with a Contractual Liability endorsement (including insurance with respect to owned or operated motor vehicles) with aggregate limits of not less than One Million (\$1,000,000) Dollars with respect to bodily injury, death, or property damage for any one accident; and (iii) Worker's Compensation applicable to the Laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Hundred Thousand (\$100,000.00) Dollars per occurrence for bodily injury liability and One Hundred Thousand (\$100,000.00) Dollars occupational disease per employee with an aggregate limit of Five Hundred Thousand (\$500,000.00) Dollars occupational disease. The insurance policies described in (i) and (ii) above shall name Landlord as an additional insured. The certificates of insurance shall provide for thirty (30) days' notice, in writing, to Landlord prior to any cancellations, expiration, or non renewal during the term the insurance is required to be maintained in accordance with this Lease Agreement. Tenant also shall provide Landlord with valid certificates of renewal of the insurance upon the expiration of the policies.

J. All Improvements undertaken or made without Landlord's written approval and/or for which Tenant cannot document to the satisfaction of Landlord that the Improvement was completed in accordance with the requirements of all federal, State, and local agencies having jurisdiction shall be removed by Tenant on Landlord's demand. Tenant shall, at Tenant's sole cost and expense, repair any damage to the Leased Premises caused by Tenant's construction and/or removal of any unauthorized or unacceptable Improvement.

K. Upon completion of any Improvement, Tenant shall, as a condition precedent to Landlord's acceptance and Tenant's use and operation thereof as part of the Leased Premises, deliver to Landlord: (i) copies of all permanent certificates of occupancy necessary for use and occupancy of the Improvement; (ii) copies of final and complete waivers by Tenant's general contractor and its subcontractors of their rights to file or assert a mechanic's lien against any part of the Leased Premises or Improvement or any work performed; and (iii) one complete set of reproducible "as-built" or record drawings of the Improvement.

L. All Improvements constructed or installed on the Leased Premises by Tenant shall, upon completion in accordance with the approved plans therefor and the requirements of public authorities having jurisdiction thereof, become the property of Landlord as part of the Leased Premises without payment of compensation therefore to Tenant.

9. COMPLIANCE WITH LAWS, LICENSES, PERMITS, AND INSURANCE POLICIES

A. Tenant shall obtain, maintain, and comply with all necessary licenses, permits, and approvals required by the appropriate federal, State, and local authorities for the improvement, maintenance, and use of the Leased Premises in accordance with this Lease Agreement. Landlord agrees to fully cooperate with Tenant in obtaining the same. Tenant shall provide Landlord with satisfactory written evidence that all such licenses, permits, and approvals have been obtained prior to the commencement of improvement, maintenance, and use of the Leased Premises. Tenant also shall provide Landlord with satisfactory documentation that all such licenses, permits, and approvals have been renewed as may be required so that Landlord is at all times in possession of adequate documentation that Tenant has obtained and is maintaining such licenses, permits, and approvals.

B. Tenant shall, at its sole cost and expense, comply and shall cause the Leased Premises to comply with all duly promulgated and applicable federal, State, and local laws, ordinances, rules, and orders affecting the Leased Premises, or any part thereof, or the use thereof, including those which require the making of any structural or extraordinary changes thereto whether or not any such laws, ordinances, rules, or orders may involve a change of policy on the part of the governmental body enacting the same. Without limiting the scope of the preceding sentence, Tenant shall comply with the provisions of the New Jersey State Park Service Code, N.J.A.C. 7:2-1 et seq., or as subsequently in effect, in Tenant's use and occupancy of the Leased Premises and any activities on adjacent land and waters owned and/or under the control of Landlord.

C. Tenant shall comply with the requirements of all policies of insurance required by this Lease Agreement which at any time may be in force with respect to the Leased Premises.

D. If Tenant is issued:

- (i) A notice of failure to comply with any policy of insurance required by this Lease Agreement;
- (ii) A summons or any notice of violation of any license, permit, certification, authorization, approval, or any other similar instrument(s) required by any federal, State, or local authority having jurisdiction necessary to improve, maintain, and use the Leased Premises in accordance with the provisions hereof; or
- (iii) A summons or any notice of violation of any duly promulgated and applicable federal, State, or local laws, ordinances, rules, and orders affecting the Leased Premises, any part thereof or the use thereof,

Tenant shall immediately forward a copy of the notice or summons to Landlord, and Tenant shall have such period of time to correct said violation as is prescribed in the summons or notice.

E. Tenant agrees that the property will be preserved and maintained in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR Part 68, Vol. 60 No. 133). Tenant will obtain the authorization of the Commissioner of the DEP prior to undertaking any project, as required by the New Jersey Register of Historic Places Act of 1970 (N.J.S.A. 13:1B-15.128 et seq.) The above restrictions shall be binding on the parties hereto, their heirs, successors, and assigns in perpetuity; however, the Commissioner may, for good cause, modify or cancel any or all of the foregoing restrictions. All of the above requirements must be completed by individuals meeting the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-9).

10. TITLE TO IMPROVEMENTS AND CERTIFICATION OF COMPLETION

A. Title to all Improvements of the Premises by Tenant shall, upon completion in accordance with the approved Improvement Plan therefore and the requirements of federal, State, and local authorities having jurisdiction thereof and upon approval of such Improvements by Landlord, be vested in and remain with Tenant for the duration of the term of this Agreement as set forth in Paragraph 1A and including any Renewal Term as set forth in Paragraph 1B. All Improvements must be completed in accordance with the Improvement Plan approved by Landlord under Paragraph 9 hereof and must be in compliance with the requirements of all federal, State, and local authorities having jurisdiction.

B. Upon completion of any Improvement, Tenant shall, as a condition precedent to Landlord's acceptance and Tenant's use and operation thereof as part of the Leased Premises, deliver to Landlord: (i) copies of all permanent certificates of occupancy necessary for use and occupancy of the Improvement; (ii) copies of final and complete waivers by Tenant's general contractor and its subcontractors of their rights to file or assert a mechanic's lien against any part of the Leased Premises or Improvement or any work performed; and (iii) one complete set of reproducible "as-built" or record drawings of the Improvement.

11. TAXES AND ASSESSMENTS

Tenant shall, as Additional Rent hereunder during the Term of this Lease Agreement, promptly pay when due all taxes and assessments, if any, together with interest and penalties thereon, which are levied upon or assessed with respect to the Leased Premises or the leasehold estate hereby created. Immediately upon receipt, Tenant shall forward a copy of any tax bill or assessment to Landlord. If any assessment or tax may be paid in installments, Tenant may pay same in installments, except that each installment and any interest shall be paid by the final date fixed for the payment thereof and the whole tax or assessment shall be paid prior to the expiration or termination of this Lease Agreement. Tenant shall furnish to Landlord, within thirty (30) days after demand thereof, proof of the payment of any such tax or assessment. In the event that the full amount of said tax or assessment is not paid prior to the expiration or termination of this Lease Agreement, the payment thereof shall remain a continuing obligation of Tenant after the expiration or termination of this Lease Agreement.

12. FEES

Tenant shall not charge a fee for public use of the Leased Premises.

13. NO INTERFERENCE WITH OPERATION OF STATE PARK - CLOSURE

A. Tenant shall, in its occupancy and use of the Leased Premises, conduct all Activities so as not to interfere with, impair, or prevent Landlord's development, maintenance, management, and operation of the State Park and the safe use and enjoyment thereof by the public. Tenant shall coordinate with Landlord all Activities which could adversely affect the State Park or the public's use and enjoyment thereof and shall implement all measures reasonably required by Landlord to minimize such adverse effects.

B. Landlord, in its sole discretion, reserves the right to limit or close access to the State Park, including the Leased Premises, if Landlord determines: (i) that State Park facilities are being used to capacity; (ii) there is inclement weather or threat thereof; or (iii) the State Park is closed for any reason under Landlord's State Park closure policies. Tenant hereby agrees to abide by Landlord's decision and waives any claim for damages or compensation resulting from closure of the State Park.

14. ACCESS TO LEASED PREMISES

A. Landlord, its agents, employees, and contractors shall have the right of access to (including a key(s) to any locked areas) and egress and ingress on, over, and across the Leased Premises for access to, maintenance, development, operation, and administration of other State Park property. Landlord shall exercise its rights under this subparagraph in such manner so as

not to damage Tenant's property or unreasonably interfere with Tenant's use and occupancy of the Leased Premises considering the nature and extent of Landlord's necessary access. Whenever possible, Landlord shall exercise its rights under this subparagraph by use of existing access roads on the Leased Premises.

B. An authorized representative of Landlord shall have the right to enter upon the Leased Premises and evaluate Tenant's interpretation, restoration, preservation, improvement, maintenance, and operation thereof and to take such action as Landlord may deem appropriate to assure compliance by Tenant with the terms and conditions of this Lease Agreement and/or to correct any condition resulting from Tenant's failure or omission to comply with this Lease Agreement. Landlord shall exercise its rights under this subparagraph in such manner so as not to damage Tenant's property or unreasonably interfere with Tenant's use and occupancy of the Leased Premises, considering the nature and extent of Landlord's activities necessary to assure Tenant's compliance with this Lease Agreement.

C. Public visitors to the State Park shall have the right of ingress and egress over the land included within the Leased Premises for access to and use of other State Park property.

15. SIGNS

Tenant shall not post or allow any signs or advertisements of any description to be painted or posted on the Leased Premises, any of the buildings or structures on the Leased Premises, and/or on any other property or improvement comprising part of the Delaware and Raritan Canal State Park, unless specifically approved by Landlord in writing.

16. DAMAGE TO PROPERTY

A. Tenant shall, at Tenant's sole cost and expense, repair any damage caused by Tenant, its employees, agents, contractors, or invitees to the Leased Premises within the period of time prescribed by Landlord in a written demand.

B. In the event of damage to or destruction of the Leased Premises in whole or in part by fire, explosion, the elements, or other casualty, Tenant shall, as promptly as possible after Tenant has knowledge of such damage or destruction, notify Landlord thereof. Landlord may, in its sole discretion: (a) if the casualty has completely damaged the Leased Premises or any Improvement located thereon, declare this Lease Agreement terminated from the date of such damage or destruction; or (b) allow Tenant, at Tenant's sole cost and expense, a reasonable opportunity to proceed with all due diligence to cause such damage or destruction to be repaired or remove any damaged or destroyed Improvement and restore the affected Leased Premises.

C. All repairs by Tenant of damage to the Leased Premises shall restore the affected property to the appearance, condition, and utility of said property immediately prior to the damage or destruction. All repairs shall be completed in accordance with plans and specifications submitted to and approved by Landlord under this Lease Agreement to the same extent as though said repair is an Improvement.

D. This Lease Agreement shall not be construed to require or obligate Landlord to cause any damage to or destruction of the Leased Premises to be repaired for the benefit of Tenant. Landlord shall not be liable to Tenant for any loss occasioned by the damage to or destruction of the Leased Premises and/or Landlord's declaration that this Lease Agreement is terminated.

17. INDEMNIFICATION

A. Tenant shall, for Tenant, its successors, and assigns, assume all risks and liabilities arising out of Tenant's use and occupancy of the Leased Premises. Tenant covenants to defend, protect, indemnify, and save harmless Landlord and each of its officers, agents, employees, successors, and assigns and hereby releases Landlord and each of its officers, agents, employees, successors, and assigns from and against any liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of any nature arising or allegedly arising in whole or in part from:

- (i) Any injury to, or the death of, any person in or on, or any damage to property which occurs in, on, or about the Leased Premises, any Improvements thereon, or upon any sidewalk or walkway within the Leased Premises or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Leased Premises, Improvements, or any part thereof, and construction or repair of any Improvements on the Leased Premises;
- (ii) Violation of any agreement or condition of this Lease Agreement by Tenant, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through Tenant;
- (iii) Violation by Tenant of any contracts, agreements, or restrictions of record concerning the Leased Premises;
- (iv) Failure or omission to comply with any insurance policy required under this Lease Agreement or any federal, State, or local law, ordinance, rule, or order affecting the Leased Premises or Tenant's use thereof; and
- (v) Any act, error, or omission by Tenant, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through Tenant in the performance of this Lease Agreement.

B. Tenant agrees that any contract with its contractors and consultants shall require such contractors and consultants to defend, indemnify, protect, and save harmless Landlord and release Tenant and Landlord and their officials and employees from and against any suits, claims, demands, or damages of whatever kind or nature arising out of or claimed to arise out of in whole or in part any negligent act, error, or omission of the contractor, consultant, or their agents, subcontractors, servants, and employees in the performance of any work or professional services on or for the benefit of the Leased Premises.

C. Landlord and Tenant shall, as soon as practicable after a claim has been made against either of them, give written notice thereof to the other along with complete particulars of the claim. If a suit is brought against Landlord, Tenant, or any of their agents, subcontractors, servants, or employees, they shall expeditiously forward or have forwarded to the other every demand, complaint, notice, summons, pleading, or other process received by or then in their possession or the possession of their representatives.

D. It is expressly agreed and understood that any approval by Landlord of the work performed or reports, plans, and specifications provided by Tenant shall not operate to limit the obligations of Tenant assumed pursuant to this Lease Agreement.

E. Tenant's liability pursuant to this Paragraph shall continue after the termination or expiration of this Lease Agreement with regard to causes of action arising or claimed to arise prior to the termination or expiration hereof and/or obligations of Tenant under this Lease Agreement which survive such termination or expiration.

F. This indemnification is not limited by, but is in addition to, the insurance obligations contained in this Lease Agreement.

G. The provisions of this indemnification clause shall in no way limit the obligations assumed by Tenant under this Lease Agreement, nor shall they be construed to relieve Tenant from any liability or to preclude Landlord from taking any other actions available to it under any provisions of this Lease Agreement or at law or in equity.

18. INSURANCE

A. Tenant shall, at Tenant's sole cost and expense, obtain and maintain at all times during the term of this Lease Agreement, insurance on the Leased Premises for damages imposed by law and assumed under this Lease Agreement, of the types and in the amounts hereinafter provided:

(i) Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability. Limits of liability shall be maintained at the level of One Million (\$1,000,000.00) Dollars for each occurrence of bodily injury and property damage liability;

(ii) Property insurance to cover loss or damage on an "all risk" of physical loss form of coverage against fire, water, wind, storm, loss, theft, and damage on any structures on the Leased Premises and all fixtures, equipment, and other property attached thereto and/or physically incorporated therein and the contents, including artifacts and furnishings, owned by Tenant and located in or on the Leased Premises. Said insurance shall be in an amount not less than the full value of such structures, fixtures, equipment, and contents. The value of said structures, fixtures, equipment, and contents shall be determined by Tenant using whatever procedures Tenant considers appropriate. Said policy shall be written so as to provide that the insurer waives all right of subrogation against Landlord in connection with any loss or damage covered by the policy;

(iii) Worker's Compensation applicable to the Laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Million (\$1,000,000.00) Dollars per occurrence for bodily injury liability and One Million (\$1,000,000.00) Dollars occupational disease per employee with an aggregate limit of One Million (\$1,000,000.00) Dollars occupational disease; and

(iv) Such other insurance and in such amounts as may from time to time be reasonably required by Landlord.

B. Tenant shall require any person providing any service and/or conducting any activity on the Leased Premises as part of Tenant's use and occupancy thereof to secure and maintain in force at all times during the provision of any service and/or conduct of any activity thereon as part of Tenant's use and occupancy of the Leased Premises, insurance coverage of the types and in at least the minimum amounts required under subparagraph 23A.

C. All policies of insurance shall provide that the proceeds thereof shall be payable to Landlord and Tenant as their respective interests may appear. All insurance coverage required to be maintained by Tenant on the Leased Premises in accordance with this Lease Agreement shall be issued by an insurance company authorized and approved to conduct business in the State of New Jersey and shall name **the State of New Jersey, Department of Environmental Protection, State Park Service LEXX-XXX** as an additional insured.

D. When Tenant returns this Lease Agreement, signed by Tenant, to Landlord for signature, Tenant shall provide Landlord with a certificate of insurance evidencing that Tenant has obtained all insurance coverage in accordance with this Lease Agreement. A copy of the certificate of insurance shall be attached to this Lease Agreement as Exhibit B. Failure to provide a certificate of insurance at the time of Tenant's execution of this Lease Agreement shall render this Lease Agreement null and void. The certificate of insurance shall provide for thirty (30) days' notice, in writing, to Landlord prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Lease Agreement. Tenant also shall provide Landlord with valid certificates of renewal of the insurance upon the expiration of the policies so that Landlord is continuously in possession of current documentation that Tenant has obtained and is maintaining in full force and effect all insurance required under this Lease Agreement. Tenant also shall, upon request, provide Landlord with copies of each policy required under this Lease Agreement certified by the agency or underwriter to be true copies of the policies provided by Tenant. Tenant shall not allow any contractor or subcontractor to engage in any activity on the Leased Premises without first submitting to Landlord a current certificate of

insurance showing that the contractor or subcontractor has obtained insurance coverage in accordance with the requirements of this Lease Agreement. Tenant shall deliver the certificates to Landlord's address in this Lease Agreement.

E. Tenant expressly understands and agrees that any insurance protection required by this Lease Agreement shall in no way limit Tenant's indemnification obligations assumed in this Lease Agreement and shall not be construed to relieve Tenant from liability in excess of such coverage, nor shall it preclude Landlord from taking such other actions as are available to it under any provision of this Lease Agreement and as otherwise provided for at law or in equity.

F. The limits of insurance policies described in this Paragraph shall be reviewed by Landlord and Tenant every two (2) years. Tenant shall increase the limits of said policies to meet changed circumstances including, but not limited to, changes in the United States Consumer Price Index and changes indicated by the course of plaintiffs' verdicts in personal injury actions.

19. REPORT OF INJURY

Any injury which shall occur during any activity hereunder to Tenant, its servants, agents, volunteers, contractors, or invitees requiring medical intervention of which Tenant is notified, shall be reported by Tenant to Landlord in writing within seven (7) days of the incident.

20. ASSIGNMENT

Tenant shall not assign or transfer this Lease Agreement or Tenant's responsibilities under this Lease Agreement or the operations authorized hereunder, nor sell or otherwise assign or transfer a controlling interest in such operations or Tenant's ownership (hereinafter collectively referred to as an "Assignment"), without the written approval of Landlord.

21. SUBLETTING

Tenant shall not sublet the Leased Premises or any part thereof.

22. BANKRUPTCY

If, during the term of this Lease Agreement, Tenant shall make any assignment for the benefit of creditors or be decreed insolvent or bankrupt, or if a receiver be appointed for Tenant, then Landlord may, at its option, terminate this Lease Agreement by serving a notice thereof upon the assignee, receiver, trustee, or person in charge of Tenant's affairs. Such termination shall not release or discharge any payment of Rent or liability then accrued and owing to Landlord.

23. SUSPENSION OF OPERATION

Tenant shall, at the direction of Landlord, immediately suspend, delay, or interrupt all or any part of its operations or use of the Leased Premises as Landlord determines to be appropriate. Any suspension shall be effective immediately upon notification of Tenant by Landlord. The primary reasons for issuance of such an order will be: (i) failure by Tenant to comply with any of the obligations and responsibilities on its part to be performed under this Lease Agreement; and/or (ii) any reason including but not limited to the occurrence of hazardous work conditions, emergency conditions, unusually violent weather conditions or the threat thereof, or any other reason where continuation of Activities by Tenant may detrimentally impact State-owned property and/or the health and safety of the public, persons on site. Any suspension under item (i) above shall be in effect until Tenant resolves, to the satisfaction of Landlord, its failure to comply with any of the obligations and responsibilities on its part to be performed under this Lease Agreement. Tenant's failure to comply shall be described in the written notice. Any suspension under item (ii) above shall be effective until the reason for closure no longer exists. Tenant hereby waives any claim for damages or compensation as a result of Landlord's action under this Paragraph. Landlord's rights under this Paragraph shall be in addition to and shall not limit any other right or remedy available to Landlord under this Lease Agreement or otherwise at law or in equity.

24. TERMINATION

A. Tenant shall comply with the terms and conditions of this Lease Agreement. Failure to comply and/or the existence of any condition which Landlord determines to be in violation of the terms and conditions hereof shall be considered a material breach, in which event Landlord may terminate this Lease Agreement as follows:

- (i) In the event of Tenant's failure to (a) obtain and maintain all the insurance coverage required to be obtained and maintained under this Lease Agreement or to provide Landlord with certificates of insurance documenting that Tenant has obtained and is maintaining such insurance coverage; (b) to provide Landlord with current certificates of insurance showing that its contractors or subcontractors have obtained and are maintaining insurance coverage in accordance with the requirements of this Lease Agreement; (c) pay when due any Rent, Additional Rent, or other sums required to be paid by Tenant hereunder; or (d) correct any violation described in a notice or summons issued to Tenant under this Lease Agreement, and a continuation of such failure under (a), (b), (c), or (d) above for a period of ten (10) days after Tenant's receipt of written notice thereof from Landlord served by Certified Mail, Return Receipt Requested, termination shall, in the discretion of Landlord, be effective at the conclusion thereof; or
- (ii) In the event of Tenant's failure to perform or comply with any of the other covenants, agreements, and conditions herein contained and a continuation of such failure for a period of thirty (30) days after Tenant's receipt of written notice thereof from Landlord served by Certified Mail, Return Receipt Requested, termination shall, in the discretion of Landlord, be effective at the conclusion thereof.

B. Tenant shall have the right to terminate this Lease Agreement upon ninety (90) days' written notice served upon Landlord by Certified Mail, Return Receipt Requested. Said notice shall include a comprehensive explanation and justification of Tenant's reasons for not continuing operations under this Lease Agreement. Within forty-five (45) days after Landlord's receipt of said notice, Landlord and Tenant shall determine whether the reasons for termination can be resolved to their mutual satisfaction. If Tenant and Landlord determine that said reasons cannot be resolved, termination shall become effective ninety (90) days after Landlord's receipt of the notice.

C. Termination of this Lease Agreement by either party as herein provided shall not release or discharge any payment, obligation, or liability owed to the other party under the terms and conditions of this Lease Agreement as of the date of such termination.

D. Tenant shall deliver up peaceable possession and use of the Leased Premises to Landlord upon any termination or expiration of this Lease Agreement in at least as good condition as it was delivered at the commencement of this Lease Agreement.

25. END OF TERM

Upon the expiration, termination, surrender, or declaration of this Lease Agreement as null and void ("End of Term"), Tenant shall:

- (i) immediately cease all occupancy and use of the Leased Premises, vacate, and turn over peaceable possession and use thereof to Landlord. Landlord may at once reenter and remove any and all persons occupying the Leased Premises;
- (ii) remove all personal property lawfully belonging to and removable by Tenant, at Tenant's sole cost and expense, within the time prescribed in any notice of termination or before the End of Term. If Tenant removes any personal property, Tenant hereby covenants to repair any and all

damage which may be caused to the Leased Premises by said removal. If Tenant fails to remove such personal property, Landlord may appropriate the same to its own use without allowing any compensation therefor or may remove the same at the expense of Tenant; and

- (iii) pay to Landlord without demand all Rent, Additional Rent, and other payments accrued to the date of the End of Term.

26. CREATION OF LIENS OR ENCUMBRANCES BY TENANT

A. Tenant shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage, or other encumbrance upon the reversion or other estate of Landlord, or of any interest of Landlord in the Leased Premises or in the buildings or any Improvements thereon. Should Tenant cause any alterations, rebuilding, replacements, changes, additions, improvements, or repairs to be made to the Leased Premises or the buildings or any Improvements thereon, or labor performed or material furnished therein, thereon, or thereto, neither Landlord nor the Leased Premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, rebuilding, replacements, changes, additions, improvements, repairs, labor, and material, shall be made, furnished, and performed at Tenant's expense, and Tenant shall be solely and wholly responsible to the contractors, laborers, and materialmen furnishing and performing such labor and material.

B. If, because of any act or omission (or alleged act or omission) of Tenant, any mechanic's or other lien, charge, or order for the payment of money shall be filed against the Leased Premises, any buildings, or any Improvements thereon, or against Landlord (whether or not such lien, charge, or order is valid or enforceable as such), Tenant shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded within ten (10) days after notice to Tenant of the filing thereof.

C. Tenant shall, upon completion of any Improvement(s), provide Landlord with a signed copy of any and all lien(s), said statement indicating that all contractors have been paid and all lien(s) have been discharged.

27. SOLICITATION

Tenant warrants that no person has been employed directly or indirectly to solicit or secure this Lease Agreement in violation of the provisions of N.J.S.A. 52:34-19 and that the Laws of the State of New Jersey relating to the procurement and performance of this Lease Agreement have not been violated by any conduct of Tenant, including the paying or giving directly or indirectly of any fee, commission, compensation, gift, gratuity, or consideration of any kind to any State employee, officer, or official.

28. AMENDMENTS

The parties hereto agree that this Lease Agreement may be amended, supplemented, changed, modified, or altered upon mutual agreement of the parties hereto made in writing.

29. ENTIRE AGREEMENT

The parties hereto agree that this Lease Agreement represents the entire agreement between the parties; all negotiations, oral agreements, and understandings are merged herein.

30. HOLD OVER TENANCY

If Landlord permits Tenant to remain in possession of the Leased Premises after expiration of this Lease Agreement without having executed a new written lease with Landlord, then Tenant shall occupy the Leased Premises subject to all terms, covenants, and conditions contained in this Lease Agreement. Such holding over by Tenant shall not constitute a renewal or extension of this Lease Agreement. Landlord may, at its option, elect to treat Tenant as one who has not removed at

the end of its term and thereupon be entitled to all the remedies against Tenant provided by law.

31. NOTICES

The parties hereto agree that all submissions, approvals, and notices which may be required under this Lease Agreement shall be forwarded by Certified Mail, Return Receipt Requested, and addressed as follows:

Landlord: Department of Environmental Protection
Natural & Historic Resources
Manager, Office of Leases and Concessions
Mail Code 501-04C
P.O. Box 420
Trenton, New Jersey 08625-0420

Copy:

Tenant: XXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX

32. SUPERSEDES

This Lease supersedes and cancels all previous leases, permits, or agreements covering the Premises and represents the entire agreement between the parties. All negotiations, oral agreements, and understandings are merged herein.

33. INDEPENDENT PRINCIPAL

Tenant shall, at all times, act as an independent principal and not as an agent or employee of Landlord. Tenant agrees not to enter into any agreement or commitment on Landlord's behalf.

34. WAIVER- CUMULATIVE REMEDIES - GOVERNING LAW

A. Failure of either party to this Lease to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of breach of any provision of this Lease shall be deemed a waiver of breach of any other provision or a consent to any subsequent breach of the same or any other provision. The consent to or approval of any action on any one occasion by either party hereto shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, by reason of a breach by the other party, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with any other right or remedy, and any two or more or all of such rights and remedies may be exercised at the same time. Acceptance by either party of any of the benefits of this Lease with knowledge of any breach thereof by the other party shall not be deemed a waiver by the party receiving the benefit of any rights or remedies to which it is entitled hereunder or by law.

B. This Lease shall be governed by and interpreted in accordance with the Laws of the State of New Jersey.

35. SUCCESSION AND BINDING AGREEMENT

Except as otherwise set forth herein, all of the terms and provisions of this Lease Agreement shall be binding upon and shall inure to the benefit of the successors and assignees of Landlord and

Tenant's heirs, executors, administrators, and assigns.

36. SEVERABILITY

If any term or provision of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term and provision of this Lease Agreement, shall be valid and be enforced to the fullest extent permitted by law.

37. HEADINGS

The article, paragraph, and subparagraph headings throughout this Lease Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease Agreement.

38. NO DISCRIMINATION – AMERICANS WITH DISABILITIES ACT

Tenant 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.

Tenant 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.

Specifically, Tenant shall not

A. discriminate against any person, employee, or applicant for employment because of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or nationality. This provision shall include, but not be limited to, the following: employment; upgrading; demotion; transfer; recruitment; recruitment advertising; rates of pay or other forms of compensation; layoff or termination; and selection for training, including apprenticeship.

B. discriminate on the basis of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or nationality in allowing the private access to and use of the Compound.

C. discriminate on the basis of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or nationality in allowing the public access to and use of the Comfort Station.

39. GOVERNING LAW

This Lease Agreement shall be governed by and interpreted in accordance with the Laws of the State of New Jersey.

40. NO THIRD PARTY BENEFICIARIES

There shall be no third party beneficiaries of this Lease Agreement, and no person, firm, or entity not a party to this Lease Agreement shall be entitled to claim any right, benefit, or presumption from, or estoppel by, this Lease Agreement.

41. NEGOTIATED DOCUMENT

Each and every provision of this Lease Agreement has been independently, separately, and

freely negotiated by the parties as if this Lease Agreement were drafted by all parties hereto. The parties therefore waive any statutory or common law presumption which would serve to have this document construed in favor of or against any party as the drafter hereof.

42. PAY TO PLAY (IF APPLICABLE)

A. Pursuant to N.J.S.A. 19:44A-20.13, et seq. (P.L.2005, c.51) and specifically N.J.S.A. 19:44A-20.21, and Executive Order No. 117 (2008) it shall be a breach of the terms of this Lease for Tenant to: (1) make or solicit a contribution in violation of P.L.2005, c.51; (2) knowingly conceal or misrepresent a contribution given or received; (3) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (4) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (5) 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 Tenant itself, would subject that entity to the restrictions of P.L.2005, c.51; (6) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (7) engage 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, do any act which would subject Tenant to the restrictions of P.L.2005, c.51. Further, where Tenant is a business entity, as defined by N.J.S.A. 19:44A-20.17, and the value of this Lease exceeds \$17,500, Tenant shall submit with this Lease a "Certification and Disclosure of Political Contributions Form", certifying that it has not made any contributions prohibited by P.L.2005, c.51 and reporting all contributions Tenant 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 Tenant's continuing obligation to report any contributions it makes during the term of this Lease. Additionally, unless this Lease is required by law to be publicly advertised for bids, if Tenant is a for-profit business entity, as defined by N.J.S.A. 19:44A-20.26 and the value of this Lease exceeds \$17,500, Tenant shall submit with this Lease 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 Tenant during the preceding 12-month period, along with the date and amount of each contribution and the name of the recipient of each contribution. The forms and instructions are available at <http://www.state.nj.us/treasury/purchase/forms.shtml>.

B. Tenant is advised of its 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-20.27 (P.L. 2005, c. 271, section 3) if Tenant received contracts in excess of Fifty Thousand (\$50,000.00) Dollars from a public entity in a calendar year. It is Tenant'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.

43. PREVAILING WAGE ACT

Without limiting the scope of any other provision of this Lease, Tenant agrees to comply with the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 as codified in N.J.S.A. 34:11-56.25, et seq. for all construction, reconstruction, demolition, alteration, fabrication, repair work or maintenance work, including painting and decorating, done under contract. Tenant 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 Tenant must comply with the federal requirements.

44. RESOLUTION

When Tenant returns this Lease, signed by Tenant, to Landlord for signature, Tenant shall provide Landlord with a copy of Tenant's current certificate of incorporation on file with the Secretary of State and a certificate of standing issued by the Secretary. Annually on the anniversary of the Effective Date, Tenant shall submit to Landlord a current certificate of

standing issued by the Secretary and a certified copy of the resolution adopted by the Board of Directors of Tenant authorizing the execution of this Lease by Tenant for the purposes and subject to the terms and conditions set forth herein, which shall become part of and is attached to this Lease as Exhibit C.

45. STATE HOUSE COMMISSION APPROVAL

This Lease shall not be effective unless Landlord obtains from the State House Commission evidence that the State House Commission has approved the execution of this Lease for the purposes and subject to the terms and conditions herein provided.

46. ATTACHMENTS

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

Exhibit A – Map of Leased Premises

Exhibit B – Certificate of Insurance

Exhibit C – Resolution

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease Agreement, effective on the date hereinbelow set forth.

LANDLORD

STATE OF NEW JERSEY
Department of Environmental Protection

By: _____
XXXXXXXXXXXX, Assistant Commissioner

Date: _____

ATTEST:

By: _____

Date: _____

TENANT:

By: _____

Date: _____

ATTEST:

By: _____

Date: _____

THIS AGREEMENT HAS BEEN REVIEWED
AND APPROVED AS TO FORM BY:
XXXXXX ATTORNEY GENERAL
STATE OF NEW JERSEY

By: _____
Deputy Attorney General

Date: _____

STATE HOUSE COMMISSION CERTIFICATION

I HEREBY CERTIFY that, on XXXXXXXXXXXX, this lease agreement between the Department of Environmental Protection, State Park Service, as Landlord, and XXXXXXXXXXXX, as tenant, was approved by the State House Commission pursuant to N.J.S.A. 52:31-1.1 et seq. and N.J.S.A. 52:31-1.3(a).

Date: _____
Robert J. Shaughnessy, Jr.
Secretary

Luers Certification

Exhibit D

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE) TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Form AA302
Rev. 11/11**STATE OF NEW JERSEY**

Division of Purchase & Property

Contract Compliance Audit Unit

EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
	CITY	COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO. DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY STATE ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)

Luers Certification

Exhibit E



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____ **VENDOR/BIDDER:** _____

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor/Bidder? | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.
 IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS 2 – 4 BELOW.</p> | | |
| 2. Of those parties owning a 10% or greater interest in the Vendor/Bidder, are any of those parties individuals? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the Vendor/Bidder, are any of those parties corporations, partnerships, or limited liability companies? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 – 4 ANSWERED AS "YES".

If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor/Bidder. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME	_____	DATE OF BIRTH	_____
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	_____	STATE	_____
		ZIP	_____

NAME	_____	DATE OF BIRTH	_____
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	_____	STATE	_____
		ZIP	_____

NAME	_____	DATE OF BIRTH	_____
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	_____	STATE	_____
		ZIP	_____

Attach Additional Sheets If Necessary.

PART 2 continued**PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES**

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

Attach Additional Sheets If Necessary.

In the alternative, to comply with the ownership disclosure requirement, a Vendor/Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Do not enter vendor ID as a signature)

Date

Print Name and Title

FEIN/SSN



State of New Jersey
Department of the Treasury

Division of Purchase and Property

Two-Year Chapter 51/Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

FOR STATE AGENCY USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

Please check if requesting
recertification ☐

Part 1: Business Entity Information

Full Legal Business Name _____
(Including trade name if applicable)

Address _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN (SS# if sole proprietor/natural person) _____

Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL

- ☐ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- ☐ Partnership: LIST ALL PARTNERS with any equity interest
- ☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest
- ☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

All Officers of a Corporation or PC

**10% and greater shareholders of a corporation
or all shareholder of a PC**

All Equity partners of a Partnership

All Equity members of a LLC

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee
Legislative Leadership Committee

Full Legal Name of Recipient _____

Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

Type of Contribution (i.e. currency, check, loan, in-kind) _____

Contributor Name _____

Relationship of Contributor to the Vendor _____

If this form is not being completed electronically, please attach additional contributions on separate page.
Click the "Add a Contribution" tab to enter additional contributions.

Remove Contribution

Add a Contribution

☐ Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

Part 3: Certification

- (A) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
 - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
 - (ii) Any State, County or Municipal political party committee; OR
 - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
 - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
 - (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov, or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

INFORMATION AND INSTRUCTIONS

For Completing the "Two-Year Vendor Certification and Disclosure of Political Contributions" Form

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51").

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor's ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor's responsibility to file new forms with the State should these changes occur.**

State Agency Instructions: Prior to the awarding of a contract, the State Agency should first send an e-mail to CD134@treas.nj.gov to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Form

NOTE: Please refer to pages 3 and 4 "USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117" for guidance when completing the form.

Part 1: BUSINESS ENTITY INFORMATION

Business Name – Enter the full legal name of the vendor, including trade name if applicable.

Address, City, State, Zip and Phone Number-- Enter the vendor's street address, city, state, zip code and telephone number.

Vendor Email – Enter the vendor's primary email address.

Vendor FEIN – Please enter the vendor's Federal Employment Identification Number.

Business Type - Check the appropriate box that represents the vendor's type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 0230
TRENTON, NEW JERSEY 08625-0230**

**VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM
PUBLIC LAW 2005, CHAPTER 271**

CONTRACT #: _____ **VENDOR/BIDDER:** _____

At least ten (10) days prior to entering into the above-referenced Contract, the Vendor/Bidder must complete this Certification and Political Contribution Disclosure Form in accordance with the directions below and submit it to the State contact for the referenced Contract.

NOTE that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no Vendor/Bidder will be precluded from entering into a contract by any information submitted on this form, a Vendor's/Bidder's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

DISCLOSURE

The following is the required Vendor/Bidder Disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor/Bidder is required to disclose Reportable Contributions by: the Vendor/Bidder itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor/Bidder or more than 10% of the stock of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spouse or child living with a natural person that is a Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Contractor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor/Bidder; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor/Bidder, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

Name and Address of Committee to which a Reportable Contribution was made	Date of Reportable Contribution	Amount of Reportable Contribution	Contributor's Name
<i>Indicate "NONE" if no Reportable Contribution was made.</i>			
		\$	
		\$	
		\$	
		\$	
<i>Attach additional sheets if necessary</i>			

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

Public Law 2005, Chapter 51 and Executive Order 117 (2008)**Part 2: DISCLOSURE OF CONTRIBUTIONS**

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

Name of Recipient - Enter the full legal name of the recipient.

Address of Recipient - Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution - Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity. **(No additional Certification and Disclosure forms are required if BOX A is checked.)**

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

Public Law 2005, Chapter 51 and Executive Order 117 (2008)**State Agency Procedure for Submitting Form(s)**

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.
The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at:

<https://www.state.nj.us/treas/purchase/eo134questions.shtml>

Reference materials and forms are posted on the Political Contributions Compliance website at:

<http://www.state.nj.us/treasury/purchase/execorder134.shtml>

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **"Business Entity/Vendor"** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of "business entity," that individual's civil union partner and any child residing with that person.¹
- **"Officer"** means a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- **"Partner"** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

¹Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **"Contribution"** is a contribution, including an in-kind contribution, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee or a currency contribution in any amount.
- **"In-kind Contribution"** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **"Continuing Political Committee"** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).
- **"Candidate Committee"** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **"State Political Party Committee"** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **"County Political Party Committee"** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **"Municipal Political Party Committee"** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **"Legislative Leadership Committee"** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly; or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **"Political Party Committee"** means:
 1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
 2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
 3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2

Luers Certification

Exhibit F



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____ **VENDOR/BIDDER:** _____

**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE
MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (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 its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Date

Print Name and Title



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #: _____

VENDOR/BIDDER: _____

PART 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

☐ B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME: _____

RELATIONSHIP TO VENDOR/BIDDER: _____

DESCRIPTION OF ACTIVITIES: _____

DURATION OF ENGAGEMENT: _____

ANTICIPATED CESSATION DATE: _____

VENDOR/BIDDER CONTACT NAME: _____

VENDOR/BIDDER CONTACT PHONE No.: _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature _____

Date _____

Print Name and Title _____

Luers Certification

Exhibit G



State of New Jersey
Department of Environmental Protection
GOVERNMENT RECORDS REQUEST FORM



IMPORTANT NOTICE

Please read this entire form carefully as it contains important information concerning the response to your record request, accessing records, disputing denials, and your rights concerning government records. For further information, access WWW.NJ.GOV/DEP/OPRA.

Requestor Information

First Name:	HOWARD	MI	Last Name:	MOSKOWITZ
Company:	O/B/O STEVE RAMSHUR; SIERRA CLUB; JEFF TITTEL			
Mailing Address:	65 ST PAULS AVE			
City:	Jersey City	State:	NJ	Zip: 07306 Email: hmoskowitzzlaw@hotmail.com
Business Telephone:	(201) 844-3700		Extension	
Facsimile Telephone:	()-			

State Use Only

Tracking #	227507
Received Date	04/09/2018
Access Method	Send Electronic copies
<p>All matters relating to the response and access of any records identified for this request should be directed to:</p> <p>NJDEP – Office of Record Access 401 East State Street PO Box 420 Mail Code 401-06Q Trenton, New Jersey 08625-0420 Tele #: (609) 341-3121 Fax #: (609) 292-1177</p>	

Record Request Details:

With regard to RFP, dated November 21, 2017, entitled _Caven Point Recreational Amenities at Liberty State Park, Jersey City, Hudson County, _ and, noting section 1.4.6, providing, as pertinent, that _[t]he entire content of every proposal that is opened and read shall become a public record . . . available for public inspection with the filing of an Open Public Records Act request with the Department, _ and section 6.5, making a distinction as to _[a]ll 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, [which] will remain confidential until a Notice of Intent to Award a contract is issued, _ copy of the entire content of every bid proposal.

Disposition Notes	Record Request Response																
This request has been denied pursuant to N.J.S.A. 47:1A-1. See Addendum Disposition Notes below for further information.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">In Progress</td> <td style="width: 30%;">-</td> <td style="width: 30%;">Open</td> <td style="width: 10%;"></td> </tr> <tr> <td>Filled</td> <td>-</td> <td>Closed</td> <td></td> </tr> <tr> <td>Denied</td> <td>-</td> <td>Closed</td> <td>X</td> </tr> <tr> <td>Partial</td> <td>-</td> <td>Closed</td> <td></td> </tr> </table>	In Progress	-	Open		Filled	-	Closed		Denied	-	Closed	X	Partial	-	Closed	
	In Progress	-	Open														
	Filled	-	Closed														
	Denied	-	Closed	X													
Partial	-	Closed															
<p>Addendum Disposition Notes: The NJDEP received one bid that is still under review and the subject RFP has not been awarded. The one bid received is not publicly available until a bid has been awarded, whether in this bidding cycle or another bidding cycle, as it would give an advantage to competitors/bidders and as such is confidential pursuant to N.J.S.A. 47:1A-1.1. Please note, that once bids are opened & contractor selected, records are public since there is no longer any competitive disadvantage to any of the potential awarders as bidding is over. However, if bidding is open, bid not awarded, or bids are rejected, then the records are exempt until a bid as been awarded even if another bidding cycle commences.</p>	<div style="text-align: right;"> 04/12/2018 Custodian Signature Date </div>																

Access to Government Records Under the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1 et seq.)

Information Regarding the Requested Records		
If your request is in reference to a single facility, please provide the name of the facility, and the name of the operator name of the facility:	Facility Name:	
	Operator Name:	
Please provide the owner name the facility or parcel of land:	Owner Name:	
If your request is in reference to a specific parcel of land, please provide the street address, block, lot and property owner of the parcel of land: (Note: if the property in question is over multiple blocks and lots, please list all in the description field below)	Street Address 1:	
	Street Address 2:	
	Block:	Lot:
If your request is in reference to a facility, site or parcel of land, please provide the Municipality and County where the facility, site or parcel of land is located:	County:	
	Municipality:	
If the request is in reference to a particular permit issued by NJDEP, please provide the type of permit and any identifying numbers such as permit, incident or case numbers. (i.e. Fishing, Hunting, Hazardous Waste, Solid Waste, Land Use, NJPDES, Pesticides, Stream Encroachment, TWA, UST, Water Allocation)	List Permit Type:	List ID Numbers:
If your request is in reference to an individual, please provide the individual's name and type, and if the individual is a DEP employee, your relationship with the individual:	Individual's name:	
	Type of Individual:	
	Relationship:	
If the an individual was specified above, the individual was DEP Licensed, please specify the license type the individual holds:	License Type:	

The New Jersey Department of Environmental Protection has responded to your submitted Open Public Records Act (OPRA) record request. The following information will help you understand the response and your next available actions.

Tracking #: This is the Department's assigned Tracking # to your OPRA record request, which should be used in all corresponding matters.

Record Request Response:

- **In Progress** – Based on the nature of the request, the records sought, and/or the manner to which the records may exist, the Department requires additional time to investigate and respond to the request.
- **Filled** – Based on the information provided in your request, the Department was able to investigate and respond to your record request.
- **Denied** – Based on the nature of the request and/or the records sought, the Department has denied your request pursuant to a specific exemption(s) cited in N.J.S.A. 47:1A-1 seq.
- **Partial** – The Department has identified both responsive government records and records being denied based on the nature of the request and/or the records sought, that do not meet the definition of a government record pursuant to a specific exemption(s) cited in N.J.S.A. 47:1A-1 seq.

Disposition Notes: Provides detailed information concerning the Department's response to your request.

Accessing Records: Dependent on the volume of records and your interest, there are five (5) methods available to access the responsive government records:

- **File Review** – Schedule a file review with the Department to directly access the records and take notes or tag records of interest for copying. Copying can be performed by either the Department's onsite Copying Unit at State duplication fee costs or by the requester employing a Copy Vendor Service. If there are records stored in archives, a five-day processing period will be included prior to scheduling a review.
- **Copy Request** – All records of interest will be copied by the Department's onsite Copying Unit at State duplication fee costs unless a Copy Vendor Service is employed.
- **Electronic Records Request** – Dependent on the size & nature of the e-records, the Department will email the records or provide a CD or DVD.
- **Fax Request** – Based on the number of pages, the Department faxes the responsive records.
- **Web Access** – The responsive records can be accessed directly through the Department's web site. Web address will be provided.

Access to Government Records Under the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1 et seq.)

1. The fees for duplication of a government record are specified below. We will notify you of any special charges, special service charges or other additional charges authorized by State law or regulation before processing your request. Payment shall be made by check or money order payable to the State of New Jersey and mailed to the address specified below.

Hard Copies:

Letter & Legal size	= \$0.05 per page
Oversized Maps (Color)	= \$5.00 per map
Oversized Maps (B&W)	= \$3.00 per map

Electronic Records: CDs = \$0.55 per CD
DVDs = \$0.55 per DVD

2. Pursuant to OPRA (C.47:1A-5c & C.47:1A-5d), the Department will apply special service charge for any extraordinary expenditure of time and effort to accommodate a request. The special service charge will be based on the actual direct cost of providing the records. The requester shall have the opportunity to review and object to the charge prior to it being incurred; however, in the event the requester objects to the special service charge, the request will be closed and access to the records will not be granted.
3. By law, the Department must notify you that it grants or denies a request for access to government records within seven business days after the custodian of the record requested receives the request, provided that the record is currently available and not in storage. If the record requested is not currently available or is in storage, the custodian will advise you within seven business days when the record can be made available and the estimated cost. You may agree with the custodian to extend the time for making records available, or granting or denying your request.
4. You may be denied access to a government record if your request would substantially disrupt agency operations and the custodian is unable to reach a reasonable solution with you.
5. If the Department was unable to comply with your request for access to a government record, the custodian will indicate the reasons for denial on the request form.
6. Except as otherwise provided by law or by agreement with the requester, if the custodian of the record requested fails to respond to you within seven business days of receiving a request form, the failure to respond will be considered a denial of your request.
7. **Resolution of Disputed Findings:**

In the event that a requester does not agree with the Department's record response, the requester should:

No Records - Reexamined the request details to evaluate if all of the information was provided that could aid the Department in locating records. The Department's ability to identify records of interest is in direct correlation to matching the Department information with the information provided on the request. Such important identifiers are Facility/Site Name, Address, Case #, Permit #, Block/Lot.

Denial - If your request for access to a government record has been denied or unfilled within the time permitted by law, you have a right to challenge the decision by the Department to deny access. The Department denies access to records only when those records do not meet the definition of a government record and/or public access is not allowed pursuant to the law. At your option, you may either:

- a. Contact the Office of Record Access to re-visit the matter or provide further explanation.
- b. Institute a proceeding in the Superior Court of New Jersey
- c. File a complaint in writing with the Government Records Council (GRC). You may contact the GRC by toll-free telephone at 866-850-0511, by mail at PO Box 819, Trenton, NJ, 08625, by e-mail at grc@dca.state.nj.us, or at their web site at www.state.nj.us/grc. The Council can also respond to other questions about the law.

8. Information provided on this form may be subject to disclosure under the Open Public Records Act.

Revised Addendum Disposition Notes: NONE

Civil Case Information Statement

Case Details: MERCER | Civil Part Docket# L-000831-18

Case Caption: RAMSHUR STEVE VS DEPARTMENT OF
ENVIRO NMENTAL P

Case Initiation Date: 04/19/2018

Attorney Name: WALTER MICHAEL LUERS

Firm Name: WALTER M LUERS LLC

Address: 122 W MAIN ST STE 2

CLINTON NJ 08809

Phone:

Name of Party: PLAINTIFF : Ramshur, Steve

Name of Defendant's Primary Insurance Company

(if known): None

Case Type: OPEN PUBLIC RECORDS ACT (SUMMARY ACTION)

Document Type: Verified Complaint

Jury Demand: NONE

Hurricane Sandy related? NO

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

04/19/2018

Dated

/s/ WALTER MICHAEL LUERS

Signed