



State of New Hampshire - Department of Natural and Cultural Resources  
DIVISION of PARKS and RECREATION  
HAMPTON BEACH STATE PARK  
PO Box 924, Hampton, NH 03843-0924  
Phone: 603-227-8715

## Request for Information (“RFI”)

### Catering Services at Hampton Beach State Park Oceanfront Pavilion and South Pavilion Conference Room at 170 Ocean Blvd, Hampton, NH 03842

**RFI issue date:** February 12, 2019  
**Onsite meeting:** February 22, 2019, 10 a.m. at Hampton Beach State Park Complex  
**Information due:** March 8, 2019, 3:00 p.m.  
**Anticipated start date:** April 1, 2019, contingent upon Governor & Executive Council approval

#### **I. INVITATION & INTRODUCTION**

The State of New Hampshire, Department of Natural and Cultural Resources, Division of Parks and Recreation (the “State” and “Division”) is seeking commercial caterers and commercial food and beverage operators who are interested in being included on the List of Caterers to provide non-exclusive catering services at the Hampton Beach State Park Oceanfront Pavilion and South Pavilion Conference Room (collectively, the “Complex”) to third parties (the “Renter”) holding events and meetings at the Complex and to the Division holding State-hosted functions.

The Renter and the Division (collectively, the “Customer”) will select a caterer from the List of Caterers and enter into a separate contract for food and beverage service for each event function. Only caterers included on the List of Caterers may provide catering services at the Complex. All event functions shall be subject to approval by the Division and must be within the State Park guidelines. Caterers will provide the Division a portion of their revenue (the “Commission” payment) obtained from said catering contracts.

#### **II. SCOPE OF RFI**

**The Division is requesting business information and marketing materials from commercial caterers and commercial food and beverage operators that are innovative, customer focused, fiscally responsible, and interested in a mutually beneficial partnership with the State.** Interested commercial caterers and commercial food and beverage operators who fulfill all RFI requirements described herein will be included on the Division’s List of Caterers authorized to provide catering services at the Complex.

See Section V for the content required under this RFI. See Section VI for the tasks and work products required under this RFI.

#### **III. GENERAL DESCRIPTION OF NEEDED SERVICES**

Caterers that are included on the List of Caterers shall provide a range of options for catering, food and/or beverage services at the Complex based upon their business specialty, as contracted by the Customer. For any beverage service that includes serving liquor, the contracted caterer shall hold a current State of New Hampshire Off-Premise Liquor License. Food, beverage, and liquor services may be required at four (4) locations within the Complex: the Oceanfront Pavilion, South Pavilion Conference Room, the Oceanfront Terrace and the sand/beach area abutting the main pavilion (the “Facilities”). Caterers may promote and book special function business held at the Facilities throughout the year in coordination with and as approved by the Division.

**THIRD PARTY RENTER FUNCTIONS.** Contact information for all caterers on the List of Caterers will be provided to all third party Renters who rent the Facilities and whose reservation originated with the Division or its agents. Third party Renters shall enter into a separate catering contract with their caterer of choice, selected from the List of Caterers.

**STATE RUN FUNCTIONS.** The State will solicit quotes from caterers on the List of Caterers for each separate, State-run function being held at the Facilities based upon the needed services. Selection of the caterer shall be at

the State's discretion based upon the caterer's quote and upon the caterer's past and ongoing performance at the Complex. The State reserves its right to use its Facilities and elect to bring in its own food and beverages.

**CATERER FUNCTIONS.** Contracted caterers may also reserve the use and operation of the Facilities for event function business that they book, with the advance coordination and approval of the Division. All such event function business shall be appropriate for a family-friendly state park, as determined by the Division.

Contracted caterers shall assist the Customer with any other rental needs, and shall be responsible for any and all post-event cleanup, including trash and recycling removal from the premises. Post-event cleanup shall be complete and timely to the satisfaction of the Division, and shall not be held over to the next day.

#### **IV. BACKGROUND OF FACILITIES**

The State invested nearly \$15 million in a redevelopment project which incorporated the construction of the Hampton Beach State Park Oceanfront Pavilion and South Pavilion Conference Room. The facilities were designed to provide visitor and guest services and to generate income for the State.

The Oceanfront Pavilion provides an incomparable oceanfront setting. The 38' x 47' room can accommodate up to 160 people in a conference-style setting or 101 people in a banquet-style setting. The facility is equipped with banquet tables, rectangular conference tables, and chairs. A pedestal, pull-down screen projector, and internet access are available. The well-equipped catering kitchen includes a commercial grade food warmer, refrigerator, ice machine, dishwasher, counter space, and storage.

The 36' x36' South Pavilion Conference Room provides ocean views and can accommodate up to 49 people. Conference-style tables and chairs are available, and the room has ample storage and counter space. A pedestal and internet access is also available for use. The restroom and small kitchen may be used by the Renter and/or contracted caterer.

Independent of the contracted catering services, the Division charges users a rental fee for use of the above-referenced facilities. The Division reserves its right to deny or grant final approval on all event functions held at State facilities, at its sole discretion.

#### **V. REQUIRED CONTENT & SUGGESTED FORMAT FOR REQUESTED INFORMATION**

##### **A. BUSINESS OPERATIONS**

1. Provide copies of menus, food and/or beverage options, and any specialty items that will be offered to Renters.
2. Provide your Operating schedule, including dates (if seasonal) and hours of operation.
3. Provide any other marketing and promotional materials related to your catering, food and beverage services.

##### **B. FINANCIAL COMMITMENT**

Provide a cover letter on company letterhead certifying that your business agrees to the revenue sharing requirements stated herein by the Division, and that such commission payments shall be made timely.

1. The revenue sharing shall consist of the following:
  - a. Event function bookings originated by the Division or its agents:
    - i. Selected caterers shall pay 10% commission on gross sales to the Division; and
  - b. Event function bookings during "un-booked" days proposed by the caterer or its representatives, and approved by the Division:
    - i. Caterers shall pay 10% commission on gross sales to the Division on Fridays, Saturdays and Sundays in-season (June 1 - September 30) and on holidays throughout the entire year.

- ii. Caterers shall pay 5% commission on gross sales to the Division on Mondays, Tuesdays, Wednesdays, and Thursdays year-round during non-holidays.
- iii. Caterers shall pay 5% commission on gross sales to the Division in the off-season (October 1-May 31) during non-holidays.

Caterers will be required to enter into written contracts with Customers to document the expectation of services, number of expected attendees, and method of payments. Typically, payments for food will be on an agreed amount per attendee fee and payment for drinks are based on either an individually collected transaction or a total amount (“tab”).

Commission rates shall be applied to the “gross sales” of the contract’s operations occurring at the Hampton Beach State Park Complex, including at adjacent patios and/or adjacent beach areas, but excluding taxes, employee meals, and service charges. Commission rates shall apply to all food, beverage, liquor, and merchandise offered for sale by the caterers. Commissions shall be subject to “returns and allowances” adjustments. Caterers shall provide the Division with records as outlined in Section C, below.

The Division reserves its right to change season dates and rates for future year contracts.

2. Accounting Methods and Payments. Prospective caterers shall certify in writing that they agree to and uphold the accounting methods and payments required by the Division, as follows:

- a. Pre-event Records

Caterers are required to provide accounting records to track gross sales. Generally, sales from food are based on a predetermined per attendee fee. An itemized invoice along with a copy of the agreement between the contracted caterer and Customer shall be submitted to the Seacoast Event Coordinator five (5) days prior to the event and shall include items such as food, rental charges, and service charges. At the close of the event, reconciliation shall occur between the contracted caterer and the Customer to reconcile any differences between estimated attendance and actual attendance, which may be adjusted further based on final event attendance.

For sales of beverages, selected caterers shall adopt a system that tracks sales. Whether the agreement with the Customer is a “cash bar” (transactional fee collected at the time of the sale) or an “open bar” arrangement, the Division reserves the right to review and make recommendations for the method of tracking sales in advance of the event. State personnel will be present to observe sales during the event or review the sales after the event. The goal is to create a system that satisfies the Division to ensure that proper commissions are paid.

- b. Event Sales Report

The contracted caterer shall submit an event report within seven (7) days following the event that reconciles food sales and beverage sales, and is used to compute the commission due to the State. The Division reserves its right to create a standardized report for summarization purposes and also reserves its right to request a copy of the Customer agreement with the contracted caterer.

- c. Payment to State

Commissions accrued to the Division shall be paid monthly within fifteen (15) days after the close of each monthly period. Checks shall be made payable to “Treasurer, State of New Hampshire”, and shall include duplicate copies of sales reports for the month, and shall be mailed or hand-delivered to the Seacoast Event Coordinator.

- d. Accounting Records

Selected caterers shall maintain such records that meet generally accepted accounting principles that are reviewed by a Certified Public Accountant. The records shall be kept in a manner that clearly identifies revenue generated from event functions associated with each contracted service. The records, including bank transactions, shall be made available upon demand to the State for purposes of verifying and auditing revenue.

e. Penalties

The Division reserves its right to disqualify and remove any caterer from the List of Caterers if there are any accounting discrepancies or general lack of cooperation of providing the required financial information and payments to the State.

**C. BUSINESS RECORDS**

1. Provide a copy of your 2018 Annual Report from the NH Secretary of State for your business indicating that your business is in "Good Standing."
2. Provide proof of General Liability Insurance, including Liquor Liability Insurance if applicable, that covers your business operations and services.
3. Provide proof of Workman's Compensation and Liability Insurance that covers all your employees.
4. Provide a signed Attestation of Compliance (AOC) as documentation that your company is compliant with industry-standard practices and procedures to protect and safeguard credit card data, including employee training.
5. Provide a current copy of your Food Service License issued by the State of New Hampshire Division of Health and Human Services.
6. Provide a current copy of your Off-Site Liquor Service License issued by the State of New Hampshire, if you provide liquor services.
5. Provide the results of any customer surveys or reviews related to your company's catering services.

**VI. TASKS & WORK PRODUCTS:**

**A. ON-SITE MEETING:** Prospective caterers shall attend the onsite meeting and site tour conducted by the Seacoast Event Coordinator. The date of the onsite meeting is February 22, 2019 at 10:00 A.M. at the Hampton Beach State Park Seashell Complex, 170 Ocean Boulevard, Hampton, NH, unless other arrangements have been made through the Seacoast Event Coordinator. All interested parties must attend the onsite meeting or tour the rental premises before March 8, 2019, to be considered as a potential caterer.

*WARRANTY: The property described herein will be provided for catering purposes subject to the provisions and conditions of a contract, therefore, interested caterers are expected to examine the property and to form their own conclusions as to its suitability for catering purposes. The Division makes no guaranty or warranty, either expressed or implied, with respect to the property.*

**B. INSTRUCTION FOR SUBMITTING REQUESTED INFORMATION**

1. Prospective caterers shall submit three (3) hard copies of their materials to:

Marianne Chaisson, Seacoast Event Coordinator  
Hampton Beach State Park  
PO Box 924  
Hampton, NH 03843-0924

2. Packages must be labeled "Hampton Beach State Park Catering Services".
3. **Requested materials are due at the above address no later than 3:00 pm on March 8, 2019.** Late materials shall not be accepted. Materials will not be returned and may be subject to disclosure under RSA 91-A.
4. The cover letter must be signed by an officer of the company. The Division reserves the right to seek supplemental information from any firm at any time prior to developing the final List of Caterers.
5. The caterer must include a statement of fact that its company officers and staff have no felony convictions and are not under indictment for any State or Federal offense.

**VII. EVALUATION CRITERIA, TERMS AND CONDITIONS & CONTRACT AWARD:**

By submitting your business information and marketing materials, a caterer agrees that in no event shall the Division be either responsible for or held liable for any costs incurred by a caterer in the preparation of or in connection with the RFI, or for any work performed prior to the effective date of a resulting contract.

Any challenges regarding the validity or legality of the form and procedures of this RFI shall be brought to the attention of the Division at least ten (10) business days prior to the Submission Deadline. By submitting the requested information and materials, the caterer waives the right to challenge the Division's use of the form and procedures of the RFI, including the evaluation criteria.

Informational materials and tasks will be reviewed by the Division in the following areas:

- A. The information package was received by the deadline listed in Section VI.B.3.
- B. The information package is complete with all requested information and materials described in Section V. Parts A, B, and C.
- C. Receipt of a cover letter on company letterhead that certifies your company's financial commitment to the revenue-sharing terms described in Section V.B. and statement of fact described in Section VI.B.5.
- D. Your company's attendance at the onsite meeting described in in Section VI.A.

**Rights of the Division in accepting and evaluating the requested information**

The Division reserves its right, at its sole discretion, to:

- Make independent investigations in evaluating the information received.
- Request additional information to clarify elements of the information received.
- Waive minor or immaterial deviations from the RFI requirements, if determined to be in the best interest of the Division.
- Omit any planned evaluation step if, in the Division's view, the step is not needed.
- Amend this RFI at its discretion, prior to the submission deadline. In the event of an addendum to this RFI, the Division, at its sole discretion, may extend the submission deadline, as it deems appropriate.
- Reject any and all responses to this RFI, or any portions thereof, at any time; to cancel this RFI; and to solicit new RFI under a new acquisition process.
- Release a new RFI under a new acquisition process.

Non-Exclusive Contracts. Any resulting contract(s) from this RFI will be a non-exclusive contract. The State reserves its right, at its discretion, to retain other contractors to provide any of the services or deliverables identified under this RFI or make an award by item, part or portion of an item, group of items, or total contract.

Final Award. The contract(s) recommended by the DNCR Commissioner will be proposed to the Governor & Executive Council for final approval. Pending approval by the Governor & Executive Council, the contract(s) will commence immediately. The Division of Parks and Recreation reserves its right to reject any and all proposals for any reason at any time.

Public disclosure. The content of each caterer's proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this RFI may be subject to public disclosure under RSA 91-A. Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

## **VIII. QUESTIONS**

For questions regarding the RFI, please contact:

Marianne Chaisson, Seacoast Event Coordinator  
Hampton Beach State Park  
603-227-8717  
[marianne.chaisson@dncr.nh.gov](mailto:marianne.chaisson@dncr.nh.gov)

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