



State of New Hampshire  
Department of Natural and Cultural Resources  
DIVISION of PARKS and RECREATION  
172 Pembroke Rd, 03301 Phone: 603/271-3556 Fax: 603/271-3553

## **Request for Proposals (RFP)**

### ***Mobile Food Service Concession: Odiorne State Park - Rye, NH***

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<b>RFP issue date:</b>	February 7, 2022
<b>Proposal due date:</b>	March 7, 2022 Week of March 14 <sup>th</sup> – Interviews
<b>Anticipated vendor selection:</b>	March 22, 2022; Start of contract negotiations
<b>Anticipated start date:</b>	Contract start date May 1, 2022. This is a one (1) year contract, pending NH Governor & Executive Council approval, with the State's option to extend contract by an additional (1) year, also pending NH Governor and Executive Council approval on extension

#### **INVITATION & INTRODUCTION**

The State of New Hampshire, Department of Natural and Cultural Resources, Division of Parks and Recreation (the "State" and "Division") is seeking written proposals from firms to operate a food service concessions truck at Odiorne State Park. The selected concessionaire will enter into a contract negotiation with the Division to secure final details. The contract will be drafted and approved in finality by the Division, which reserves its right to make a final decision after negotiations. Odiorne has seen a surge in visitation with 46,349 visitors in 2019, 62,027 visitors in 2020, and 95,655 in 2021. Visitation is to the state park and Seacoast Science Center.

#### **OBJECTIVE & SCOPE**

Food service at Odiorne State Park should enhance the experience of the guests and provide a significant source of revenue to the Division. Additionally, food service should cater to the guests of Odiorne State Park and the Seacoast Science Center. The Division is looking for proposals from companies that are family oriented, innovative, fiscally responsible, reliable, and eager to create a mutually beneficial partnership.

#### **GENERAL DESCRIPTION OF SERVICES**

The contracted concessionaire will operate the food service concession at Odiorne State Park and be situated at a location that is the least impactful to the park and most effective for the concessionaire. The location will be exclusive to the vendor and run the duration of the season.

The concessionaire will be responsible for trash removal and maintaining a professional and clean environment in and around their designated location.

#### **Use of facilities by outside parties:**

The Division reserves its right to rent out and facilities or pavilions to outside parties that may elect to bring in their own food service.

**Other general requirements:** The contracted concessionaire must provide, and have and hold at its expense, at all times during the contract:

- 1) Proof of general liability insurance that covers its operations and services.
- 2) Proof of Workers Compensation insurance the covers all its employees.
- 3) All local and State licensing and permitting required for its operations and services.

## **REQUIRED BID CONTENT & SUGGESTED FORMAT**

### **I. Operating Plan**

#### **A. MENU**

1. Present your standard menu for food & beverage; including:
  - a. Product
  - b. Presentation (plate, platter, combinations etc.)
  - c. Price
  - d. Portion size
  - e. Specials or special event menu items

#### **B. INFRASTRUCTURE**

1. Present an image of your mobile unit and any other enhanced designs of how you manage the space in and around your food service area.

#### **C. MANAGEMENT**

1. Explain your company's training program as it relates to safety and service, including food safety procedures.
2. Explain how your company would minimize waste flow through recycling and other practices at Odiorne State Park.

### **II. Financial Commitment**

- A. Provide a fixed payment offer for an exclusive spot for your concessions operation at Odiorne State Park for the 2022 season. The payment would be for an exclusive spot at Odiorne during hours of operation, throughout the Summer. We are looking for a fixed payment that could potentially be spread out over time into smaller monthly payments.

### **III. Experience and Qualifications**

- A. Provide details of your company's food service background.
- B. Provide as much detail as possible related to your company's experience with summer recreation and tourism industry, functions and catering, and any state park food and beverage experience.
- C. Provide information and supporting documentation on the financial capability of your company's ability to implement the proposal.

### **IV. References**

- A. Provide a list of at least three (3) business references (contact name, company, address and

phone number) that can attest to your company's ability to provide high volume food service.

- B. Provide records of the past two (2) years of food service health inspections.
- C. Provide the results of any customer surveys.

## **V. Tasks & Work Products**

### **A. MANDATORY ON-SITE MEETING:**

All prospective bidders shall attend a Mandatory Meeting and Site Tour with State Parks staff.

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

### **B. INSTRUCTIONS FOR SUBMITTING PROPOSALS:**

1. Prospective bidders must submit their proposal in electronic format on a USB flash drive and provide an additional five (5) hard copies of their proposals to:  
**Grant Goulet, Retail Supervisor  
New Hampshire State Parks – Department of Natural and Cultural Resources  
172 Pembroke Road  
Concord, NH 03275**
2. Proposals **must** be labeled "Proposal for Odiome State Parks Concession".
3. Proposals are due **no later than 3:00 pm on March 7th, 2022**, at the above address.
4. Proposals **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 awarding the contract.
5. The bidder **must** include a statement of fact that they have no felony convictions, and that they are not under indictment for any Federal offense.

## **VI. Evaluation Criteria, Terms and Conditions & Contract Award:**

### **A. EVALUATION CRITERIA**

Proposals will be judged by the Division on their relative performance in the following areas:

1. Operating Plan, as described in Section I above (30%)
2. Financial Commitment as described in Section II (40%)
3. Experience and qualifications, as described in Section III, and References, as described in Section IV, above (30%)

#### **Rights of the Division in accepting and evaluating Proposals**

The Division reserves its right to:

- Make independent investigations in evaluating Proposals.
- Request additional information to clarify elements of a Proposal.
- Waive minor or immaterial deviations from the RFP 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.
- Reject any and all Proposals at any time, at the sole discretion of the Division.

## **B. TERMS AND CONDITIONS RELATED TO THE RFP PROCESS**

1. **Property Restrictions.** The State Park property (Park), including areas subject to this RFP, are restricted by covenants under Section 6(f) of the Land and Water Conservation Fund Act and Section 106 of the National Historic Preservation Act. Certain uses of the Park, including alterations, improvements, and expansion to the premises may be restricted under these covenants and shall therefore require review and approval procedures provided in Federal Sections 6(f) and 106 regulatory review herein. The contracted vendor shall be solely responsible for any actions taken without prior approval of the State that violate the restricted covenants under Section 6(f) and Section 106.
2. **RFP Addendum.** The Division reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the Division, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.
3. **Non-Collusion.** The Contractor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Contractors and without effort to preclude the Division from obtaining the best possible competitive Proposal.
4. **Property of the Division.** All material received in response to this RFP shall become the property of the State and will not be returned to the Contractor. Upon Contract award, the State reserves the right to use any information presented in any Proposal.
5. **Confidentiality of a Proposal.** Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer's disclosure or distribution of Proposals other than to the Division will be grounds for disqualification.
6. **Public Disclosure.** Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of proposals, the Division will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to Governor & Executive Council pursuant to this RFP, the Division will post the name, rank or score of each proposer.

The content of each Proposer's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). 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. If you believe any information being submitted in response to this request for proposal, bid or information should be kept confidential as financial or proprietary

information; you must specifically identify that information in a letter to the agency, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The Division will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the contract. The Division will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the Division to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the Division will notify the Proposer of the request and of the date the Division plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining the release of the requested information, the Division may release the requested information on the date specified in the Division's notice without any liability to the Proposers.

7. Non-Commitment. Notwithstanding any other provision of this RFP, this RFP does not commit the Division to award a Contract. The Division reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.
8. Proposal Preparation Cost. By submitting a Proposal, a Proposer agrees that in no event shall the Division be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.
9. Ethical Requirements. From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.
10. Challenges on Form or Process of the RFP. Any challenges regarding the validity or legality of the form and procedures of this RFP shall be brought to the attention of the Division at least ten (10) business days prior to the Proposal Submission Deadline. By submitting a proposal, the Proposer waives the right to challenge the Division's use of the form and procedures of the RFP, including the criteria for evaluating and scoring the Proposals.

### **C. AWARDING OF CONTRACT**

As outlined in the Invitation and Introduction section, the Division may enter into contract negotiations with the highest scoring firm. In the event that agreement cannot be reached, the Division may enter into negotiations with the second highest scoring firm or reject all proposals. The Division may also choose to entertain multiple high scorers to obtain further information and comfort prior to making a final decision, engaging in contract negotiations, and awarding a contract.

Any resulting contract from this RFP will be a non-exclusive contract. The Division reserves its right, at its discretion, to retain other contractors to provide any of the services or deliverables identified under this RFP or make an award by item, part or portion of an item, group of items, or total Proposal.

The contract recommended by the Commissioner will be proposed to the Governor and Executive Council for final approval. Pending approval by the Governor and Executive Council. The Division reserves its right to reject any and all proposals for any reason at any time.

**D. QUESTIONS**

For questions regarding this RFP, please contact:

Grant Goulet, Retail Supervisor  
NH State Parks  
603-271-3983  
[grant.goulet@dncr.nh.gov](mailto:grant.goulet@dncr.nh.gov)