

Request for Proposal #20PSX0003

FOOD CONCESSION OPERATOR AT SILVER SANDS STATE PARK

Contract Specialist: **Lynn Peccerillo-Hills**

Date Issued: **February 25, 2020**

Due Date: **March 26, 2020 at 2:00 pm Eastern Time**

**Department of Administrative Services
Procurement Division**



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ATTACHMENTS:

- 1. SAMPLE CONTRACT - INCLUDES EXHIBIT A, C AND D**
- 2. PRICE SCHEDULE**

Guide to Electronic Proposal Submissions

1. Introduction To BizNet

It is now a requirement of Department of Administrative Services (DAS)/Procurement Division that all Companies create a Business Network (BizNet) Account and add their company profiles to the State of Connecticut BizNet system. Companies are responsible for maintaining and updating company information in their BizNet Accounts as updates occur. Companies that have been certified through the Supplier Diversity or the Pre-Qualification Program have already created a BizNet account.

The BizNet login is: <https://www.biznet.ct.gov/AccountMaint/Login.aspx>

New Companies: Create an account by clicking the BizNet login link above and then the button on the right labeled "Create New Account". Login and select Doing Business with the State and Company Information. Please be sure to complete information in all tabs (Company Information, Accounts, Address, etc.).

Existing Companies Needing to Update Their Information: Login to BizNet and select Doing Business with the State and Company Information.

Anyone having difficulty connecting to their account or downloading or uploading forms should call DAS/Procurement Division at 860-713-5095.

2. Business Friendly Legislation

As a result of Public Act 11-229, DAS/Procurement Division's goal is to make doing business with the State of Connecticut more business friendly. To eliminate redundancy, forms that were repetitively filled out with each request for proposal are being automated in BizNet.

DAS/Procurement Division began the transition to on-line bidding by automating the submission of Affidavits and Non-Discrimination forms on October 1, 2011. Companies must submit forms electronically to their BizNet account if they haven't already done so. These forms must be updated on an annual basis, no later than 30 days after the effective date of any material change. Rather than completing them with each proposal submittal, companies that have already filed these forms have the ability to view, verify and update their information prior to submitting a proposal response.

Instructions for Uploading Affidavits and Non-Discrimination Forms:

Click on the following link for instructions on how to upload Affidavits and Non-Discrimination forms:

<https://portal.ct.gov/-/media/DAS/DAS-Procurement-Services/Contracting/Admin-Instructions.pdf?la=en>

(a) AFFIDAVITS

THE FOLLOWING FORMS MUST BE SIGNED, DATED, NOTARIZED, UPLOADED OR UPDATED ON BIZNET. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.

- (1) OPM Ethics Form 1 – Gift & Campaign Contribution Certification
- (2) OPM Ethics Form 5 – Consulting Agreement Affidavit

- (3) OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary
- (4) OPM Ethics Form 7 – Iran Certification

For information regarding these forms, please access the Office of Policy & Management’s website by clicking on the following link: <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>

(b) NON-DISCRIMINATION –

CHOOSE ONE (1) FORM THAT APPLIES TO YOUR BUSINESS. COMPLETE AND UPLOAD OR UPDATE ON BIZNET ANNUALLY. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.

- (1) Form A – Representation by Individual (Regardless of Value)
- (2) Form B – Representation by Entity (Valued at \$50,000 or less)
- (3) Form C – Affidavit by Entity (RECOMMENDED) (Valued at \$50,000 or more)
- (4) Form D – New Resolution by Entity
- (5) Form E – Prior Resolution by Entity

For information regarding these forms and on which form your company should complete, please access the Office of Policy & Management’s website by clicking following link: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

3. Online Proposal Responses

Any proposal posted by DAS/Procurement Division must be submitted electronically. The common forms listed below have also been automated in the BizNet system. In addition, specific forms are now fillable, as noted below. To complete forms; download them from your BizNet account, complete your submittal response, and then upload these completed documents (as well as any other required submittal documents) through BizNet prior to date and time upon which the Proposal is due pursuant to the RFP. Late submissions will not be accepted. All proposals response submitted must be e-signed. Proposals that are not e-signed are not received by DAS/Procurement and cannot be viewed or considered. If any required documents have not been uploaded, the system will not allow you to e-sign. After successful e-signature, Proposers will get a confirmation that their proposal has been successfully submitted. If you do not receive this electronic confirmation, please contact DAS/Procurement at 860-713-5095. Proposals are not publicly opened and are not available for viewing until after the Contract has been awarded.

- Contractor Information/Electronic Signature Page – Web Based fillable Form
- Employment Information Form (DAS-45) – Web Based fillable Form
- Statement of Qualifications (DAS-14) – PDF Fillable Form
- Connecticut Economic Impact Form (DAS-46) – Web Based fillable Form
- Contract Exhibit B – Price Schedule (RFP-16)
- RFP Addendum (RFP-18) – if applicable

Additional forms such as those listed below must be reviewed carefully and accepted by the proposer prior to proposal submittal:

- Standard Terms and Conditions (RFP-19)
- Request for Proposal Document (RFP-22)
- Request for Proposal Contract (RFP-50)
- Contract Exhibit A – Description of Goods & Services and Additional Terms & Conditions

- Contract Exhibit C – Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitations Limitations

4. Insurance Accord Certificates

Contractors are responsible for maintaining their BizNet accounts with new and/or updated insurance information.

The following documentation will need to be uploaded to each company's BizNet account and evidencing that the State is an additional insured:

- (a) Certificate of Insurance (Accord Form)
- (b) The insurance policy declaration page
- (c) The additional insured endorsement to the policy

Training documentation relating to the completion of the above-reference forms is available through the DAS Website under "DAS Business Friendly Initiatives" at the following website: <https://portal.ct.gov/-/media/DAS/DAS-Procurement-Services/Contracting/Upload-Instructions.pdf?la=en>

Proposers are cautioned that there may be additional documents, attachments or requirements depending on the complexity of the RFP. Please read ALL RFP documents carefully and provide all required information. Failure to do so may result in rejection of your proposal.

Overview

The purpose of this RFP is to seek proposals from qualified food service vendors to operate the food concession building (the "Concession") located at Silver Sands State Park in Milford, Connecticut (the "Park"). The Park is operated by Department of Energy and Environmental Protection, State Parks Division, Bureau of Outdoor Recreation (the "Client Agency"). The Park has approximately 250,000 visitors per year.

The concession area is a newly constructed within the Silver Sands State Park development. The space is approximately 2500 square feet with storage areas, restroom, utility areas, and active concession space. It is built on a raised deck with ample seating in the common area overlooking the dunes and beach out to Long Island Sound.

The following is additional information related to the concession and the Park: https://www.ct.gov/deep/cwp/view.asp?a=2716&q=325262&deepNav_GID=1650

See Schedule 1 for current pictures of the concession building and the view.

The Contractor shall pay the Client agency a rental fee for the exclusive rights to operate the Concession on an annual basis. Proposers must submit their proposed rental fee on Exhibit B – Price Schedule attached to this RFP.

Qualifications and Conditions

- Proposers shall possess or have immediate access to all supplies and equipment necessary to operate the Concession upon contract award.
- Proposers shall have five or more years of experience operating seasonal concessions. Experience operating seasonal concessions at national, state, or local parks is preferred, however, proposers with five or more years of experience with seasonal or other short term concessions at private venues (i.e., sport arenas, concert halls, etc.) will be considered.

Proposers with five or more years of experience as the proprietor or manager of a year-round restaurant (i.e., persons who deal with management of personnel, schedules, finances, purchasing, etc.) will also be considered, but such experience will not be ranked as highly as experience with operating seasonal concessions in public parks.

Employment experience with year-round restaurants (i.e., servers, bartenders, cooks, etc.) will not be considered as food service experience for the purposes of this Request for Proposals.

- Proposers must possess a valid food service license, preferably from the Milford Health Department, but a valid license from any health department or district in Connecticut will suffice for the purpose of submitting a proposal. Before opening the Concession, the successful proposer(s) must obtain a food service license from the Milford Health Department.
- Proposer awarded the contract shall provide a variety of freshly prepared foods and grilled items and snacks for sale to the public. ‘Junk food’ is not prohibited, but a menu that offers some healthy alternatives is encouraged.

"Proposals offering full menus will score higher in the evaluation than those offering only snacks. In addition, wider varieties of offerings (e.g., grilled items and fresh foods in addition to snacks, etc.) will be scored higher than limited varieties of offerings (e.g., ice-cream or novelty items only)."

Instructions to Proposers

1. Proposal Schedule

RELEASE OF RFP:	Date:	February 25, 2020
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OPTIONAL PRE-PROPOSAL MEETING AND SITE INSPECTION:	Date: March 18, 2020 at 11:00 a.m. Eastern Time Location: 1 Silver Sands Pkwy, Milford, CT 06460 Directions: www.ct.gov/deep/silversands
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RECEIPT OF QUESTIONS:	Date:	March 20, 2020 by noon Eastern Time
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ANSWERS TO QUESTIONS WILL BE POSTED AS ADDENDUM

RFP DUE DATE:	Date:	March 26, 2020 at 2:00 pm Eastern Time
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2. Pre-Proposal Meeting Requirements

This RFP contains an optional pre-proposal meeting requirement. This allows for the proposer to determine whether or not to attend the meeting without disqualification for absence as a possible result. Proposers who are interested in attending the meeting at the specified date/location listed above.

The state will not be responsible for reiteration of the items discussed at the pre-proposal meeting to companies and their representatives who did not attend the meeting. Furthermore, those proposers who do not attend the meeting waive their right to protest for inaccuracies in their RFP based upon omissions and non-compliance due to information discussed at the pre-proposal meeting.

3. Questions

Questions for the purpose of clarifying this RFP must be received no later than the date and time specified in Section 1, "Proposal Schedule" and must be directed to the Contract Specialist, Lynn Peccerillo-Hills via email: lynn.peccerillo@ct.gov.

4. Communications

During the period from your organization's receipt of this Request for Proposal, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut concerning this procurement except in writing directed to the Contract Specialist, Lynn Peccerillo-Hills via email: lynn.peccerillo@ct.gov.

5. Solicitation Submission

Solicitations shall be submitted online by the RFP due date and time only. Proposers shall upload their solicitation submission to their BizNet Account.

Description of Goods & Services Specifications and Additional Terms & Conditions

1. DESCRIPTION OF GOODS AND SERVICES:

- A. **Concession:** The successful respondent (the "Contractor") will independently operate the Concession (on a seasonal basis) for the purpose of selling food and beverages to the visiting public. In addition to food and beverages, the Contractor will be required to sell sunscreen with a Sun Protection Factor (SPF) of at least 15 for adults and 45 for children. The Contractor may also be allowed to sell limited merchandise (i.e., convenience items such as ice or beach related items such as towels, flip-flops, or fishing supplies.) with prior authorization from the Client Agency.

The Contractor will be responsible for all aspects of the operation, including providing all personnel, equipment, and supplies needed to operate the Concession, keeping accurate records and establishing systematic accounting and auditing practices for the operation of the Concession that conform with sound business and accounting practices, preparing and serving food and beverages as well as cleaning up and removing trash and recyclable materials from the Concession premises. The Contractor shall be responsible for coordinating and paying for all operational needs and expenses including electricity, propane, phone service, building maintenance, pest control, refuse disposal, fire suppression system maintenance, etc. The Contractor shall comply with all applicable federal, state, and municipal laws and regulations relating to food service.

B. **Hours of Operation:**

- 1) On any day from the third Saturday of April through October 31, the Contractor may operate the Concession for any period of time between 9:00 a.m. and one-half hour before sunset. However, the minimum acceptable schedule for operation of the Concession is:

Saturdays, Sundays and holidays from the weekend before Memorial Day through Labor Day from 10:00 a.m. through 6:00 p.m. Weekdays during the months of July and August from 11:00 a.m. through 5:00 p.m.
- 2) Deviations from the above schedules are allowed only with prior written approval from the Client Agency.

- 3) The Contractor shall immediately notify the Client Agency designated representative, when closing due to inclement weather. The Contractor shall keep a log of all closures due to inclement weather, and provide a copy of the log to the Client Agency upon the Client Agency's request.
- 4) Within 30 days of closing the Concession for the season, but in no case later than December 31 of each calendar year for the life of the contract resulting from this solicitation (the "Contract"), the Contractor shall submit an annual inclement weather closure report to the Client Agency. This report shall include the dates and hours the concession was closed.

C. **Rental Fee:** The Contractor shall pay the Client Agency the rental fee as specified in Exhibit B- Price Schedule for the exclusive right to operate the Concession. The annual rent payment listed in Exhibit B will be due on July 15, of each year of the Contract.

D. **Commodities and Price List:**

The Contractor will be allowed to sell food and beverages, as approved in advance in writing by the Client Agency.

- 1) The Contractor will be allowed to sell souvenirs and other outdoor recreation related merchandise, (collectively, "Merchandise"), as approved in advance in writing by the Client Agency.
- 2) By April 1 of each year that the Contract is in effect, the Contractor shall submit a price list of all foods, beverages, and Merchandise for sale (collectively, "Commodities"), to the Client Agency for approval. The Contractor shall not sell any Commodities for which the Client Agency has not given prior written approval to sell.
- 3) Any price increases or additions of Commodities are subject to the prior written approval of the Client Agency.
- 4) The Contractor shall post a price list of all food Commodities for sale in full public view while in operation.
- 5) Whenever the Park name is used on Merchandise or in advertising, the Contractor shall ensure that the complete Park name is used ("Silver Sands State Park").
- 6) With the submission of its proposal, the Contractor warrants that all Commodities offered for sale shall not exceed in price nor be substandard in quality or quantity to like Commodities sold in the surrounding community.
- 7) Contractor shall have available for sale to the general public sunscreen with a Sun Protection Factor (SPF) of at least 15 for adults and 45 for children.
- 8) To the greatest extent possible, the Contractor will be expected to utilize environmentally-friendly practices including the installation of Energy Star appliances, water conservation measures, proper waste water collection and disposal, and the training of staff members about the importance of incorporating environmentally-friendly measures into daily operations. The Contractor must use recyclable and biodegradable products and packaging in all of its operations, i.e., paper products or products containing recycled contents. The Contractor shall not dispense food or beverages in closed-cell foam-based containers.

E. **Prohibitions:** The Contractor shall not:

- 1) Dispense food or beverages in glass or in polystyrene or other closed-cell foam-based containers.
- 2) Dispense alcoholic beverages.

- 3) Sell snorkels, beach balls, rafts, or other inflatable or buoyant devices, except U.S. Coast Guard approved personal flotation devices.
 - 4) Permit gratuities to employees of the State of Connecticut.
 - 5) Provide video or pinball games.
 - 6) Provide vending machines.
- F. **Maintenance of Fire Suppression System:** The Contractor shall be responsible for the annual maintenance of the fire suppression system for the grill exhausts, which includes the periodic removal of cooking grease build-up in the exhaust ducts. In the event the system discharges, the Contractor shall be responsible for the subsequent clean-up of the building and recharging the fire suppression system. The Contractor shall also be responsible during the life of the Contract for any maintenance required under the warranty or as recommended by the manufacturer. The Contractor shall identify and adhere to all maintenance recommendations from the manufacturer.
- G. **Security:** The Contractor shall provide a copy of all keys to Concession locks to the Client Agency designated representative during the life of the Contract. The keys are to be supplied solely for any emergency use that may arise when Concession is closed. If the Contractor changes locks at any time during the Contract term, the Contractor shall provide the Client Agency designated representative with copies of the new key(s) as soon as the change takes place.
- H. **Concession Equipment:** Items of Concession equipment such as refrigerators, freezers, grills, stoves, and other similar appliances are not supplied by the Client Agency. Should a situation arise where such items of equipment are owned by the State and are in use by the Contractor, the Contractor shall be responsible for any repair, maintenance and replacement of such equipment. Any items of Concession equipment owned by the State may, at the discretion of the Client Agency, be moved at any reasonable time to any location deemed most advantageous to the operations of the State park system.
- I. **Public Health Code:** The Contractor shall conform to the Public Health Code of the State of Connecticut concerning the storage, handling and selling of food and beverages.
- J. **Pest Control:** The Contractor shall be responsible for any pest control, as determined by on-site need or by the local or State health departments or by the Client Agency.
- K. **Refuse Disposal:** The Contractor, at its sole expense, shall be responsible for the proper disposal and removal of all recyclables and trash generated by operation of the Concession. For additional information on this specifically, see the Department of Energy and Environmental Protection (DEEP) website for *Managing Waste and Recycling at Special Events and Other Venues*, at: http://www.ct.gov/deep/cwp/view.asp?a=2714&q=434054&deepNav_GID=1645
- L. **General Maintenance:** The Contractor shall be responsible for maintaining the Concession area in a clean, sanitary and orderly manner.
- M. **Staffing:** Unless otherwise previously authorized by the Client Agency in writing, the Concession may be staffed only by the Contractor or its employee(s).
- N. **Code of Conduct:** The Contractor and all employees of the Contractor shall conduct themselves in a courteous, respectful and professional manner with all members of the public,
- O. **Appearance:** The Contractor and its employees shall be clean and neat in appearance. Wearing an item of uniform e.g. a shirt, hat, or badge identifying the name of the Contractor, employee or business is encouraged.

- P. **Location:** Unless previously authorized in writing by the Client Agency authorized representative to do otherwise, the Contractor shall:
- Confine all Concession operations to the interior of the Concession building(s).
 - Confine all advertising to the interior of the Concession building(s).
 - Provide garbage and recycling receptacles for customer use and empty them prior to their being filled to capacity.
- Q. **Food Inspection:** The Client Agency may in its sole discretion conduct unannounced food and beverage inspections. Upon request, the Contractor shall provide a range of food and beverage items proportionate to one meal to the Client Agency's authorized representative for food-tasting purposes. The Contractor shall cooperate fully with the representative to facilitate the representative's task of completing the inspection.

2. ADDITIONAL TERMS AND CONDITIONS:

- A. **License:** Prior to opening the Concession for business, the Contractor shall obtain a food service license from the Milford Health Department. Contractor shall maintain such license for the life of the Contract.
- B. **Health Department Inspections:** The Contractor shall schedule inspections by the appropriate local health department prior to April 15th of each year this Contract is in effect. The Contractor shall directly pay for all costs and expenses arising in connection with such inspections.
- C. **Health Department Permit:** The Contractor shall obtain annually a "permit to sell" from the local health department and submit a copy of said permit to the Client Agency no later than April 30th of each year this Contract is in effect.
- D. **Other Permits:** The Contractor shall secure all other licenses, permits, approvals, or waivers required by any other federal, State, regional, or municipal authority having jurisdiction in the town(s) in which the Concession is located.
- E. **Utilities and Suppliers:** For billing purposes with utility companies and suppliers, the Contractor shall use its name and address as described in the Contract. At no time shall the Contractor use the Park's name and address for billing purposes.
- F. **State-owned Equipment:** The Contractor shall be responsible for the use of all State-owned equipment and shall replace articles lost or damaged, other than those damaged by usual wear.
- G. **State Property:** The Contractor shall install no fixed equipment nor make any physical changes to State property (the "Improvements") without the prior written approval of the Client Agency. The Contractor shall transfer to the State all of its right, title and interest, to and in, any Improvements approved by the Client Agency and provided by the Contractor during the term of the Contract. The Client Agency may require the Contractor to, and if so the Contractor shall, execute and deliver to the Client Agency one or more documents to evidence the transfer of ownership of the Improvements. The Contractor shall deliver to the Client Agency the transfer of ownership documents no later than 7 days after the completion of the work related to the Improvements or receipt of any required approvals, whichever is later.
- H. **Exclusivity:** With the exception of the placement of vending machines and sale of food, beverages or commodities having prior written approval for Client Agency sanctioned events, including but not limited to events authorized by a Special Use License, the Contractor shall have the exclusive right to sell Commodities within the Park.

- I. **Vending Machines:** The State of Connecticut Board of Education and Services for the Blind has exclusive rights to operate vending machines within the Park for the purpose of vending foods and beverages and to collect receipts therefrom, provided that the number and locations of such vending machines have receive prior written approval from a representative of the Client Agency.
- J. **Rights of Park Visitors:** Park visitors may bring food to the Park and prepare such food for personal consumption, including dispensing such food at no charge to other Park visitors. Park visitors may utilize private catering services to provide food and beverages, including dispensing such food at no charge to other Park visitors.
- K. **Financial Reporting:** Within 30 days of closing the Concession for the season, but in no case later than December 31 of each calendar year that the Contract is in effect, the Contractor shall submit a certified statement of annual gross receipts, attested to by a Notary Public or a Commissioner of the Superior Court, to the Client Agency at: Department of Energy and Environmental Protection, Division of State Parks and Public Outreach, 79 Elm Street, Hartford, CT 06106-5127.
- L. **Revenue:** The Client Agency shall have no responsibility for revenue loss directly or indirectly attributable to the Client Agency management actions, including but not limited to changes in Park or campground schedules or operations, or in services provided to the visiting public. The Client Agency shall have no responsibility for revenue loss directly or indirectly attributable to uncontrollable phenomena including but not limited to attendance loss, weather conditions, or other acts of God.
- M. **Compliance:** The Contractor shall comply with the regulations of the Client Agency regarding State Park and Forest Recreation Areas and with any other Client Agency policy concerning the operation of concessions.
- N. **Subcontractors:** DAS must approve any and all subcontractors utilized by the Contractor prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any State entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request.
- O. **Standard Wages:** Contractors shall comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages is provided below.
Standard Wages: <http://www.ctdol.state.ct.us/wgwkstnd/prevaling-rates/service/rates-service.htm>
- P. **Security and Park Entrance Policies and Procedures:** Contractor shall adhere to established security and Park entrance policies and procedures established by the Client Agency. It is the responsibility of each Contractor and each of their employees to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.
- Q. **Performance Monitoring:** Throughout the term of this Contract, Client Agency Designee and DAS will monitor the Performance of the Contractor. The Client Agency Designee shall report to DAS and the

Contractor if breach or poor performance is found at the Facility. All data collected will be saved to the Contract file and DAS shall use such data to determine whether the Contractor is qualified for future bids / proposal evaluations.

Proposal Requirements

1. Contract Period

The State intends that the Contract be in effect from date of award through for a 3 year period.

DAS, in its sole discretion, may extend the Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.

2. Stability of Proposed Prices

Any price offerings from proposers must be valid for a period of 90 days from the due date of the proposals.

3. Amendment or Cancellation of the RFP

DAS reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

4. Proposal Modifications

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by DAS. DAS, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

5. Proposer Presentation of Supporting Evidence

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that DAS deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

6. Proposer Demonstration of Proposed Services and or Products

At the discretion of DAS, proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by DAS and without cost to the State.

7. Erroneous Awards

DAS reserves the right to correct inaccurate awards.

8. Proposal Expenses

Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by DAS.

9. Ownership of Proposals

All proposals shall become the sole property of the State and will not be returned.

10. Ownership of Subsequent Products

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State unless otherwise stated in the contract.

11. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by proposers with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

Selection Criteria

A selection committee will review and score all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this RFP Document, will be considered as part of the Selection process and are listed in order of relative importance.

1. Applicable Content

- (a) Ability to meet specifications, requirements, terms and conditions
- (b) Menu and merchandise offered for sale to the public
- (c) Pricing for food items and merchandise offered for sale to the public
- (d) Proposed Operating Schedule
- (e) Environmental Considerations

2. Experience and Qualifications

- (a) Experience with managing food service operations
- (b) Length of time in business
- (c) References

3. Value

- (a) Proposed rental fee (Form RFP-16 Exhibit B Price Schedule)

DAS may award by individual item, group of items, or the entirety of all items. DAS may also reject any and all RFPs in whole or in part, and waive minor irregularities and omissions if the best interest of the state will be served.

Submittal Requirements

1. Applicable Content

- (a) Describe the company's overall method of approach and ability to meet specifications, requirements, terms and conditions outlined throughout this RFP.

Describe the company proposed operating schedule, including months of the year, days of the week, and hours of the day. Please note: The operating schedule found in the Description of Services section reflects a default schedule (i.e., the schedule you would be expected to maintain if you do not propose a different schedule).

Describe the supplies and equipment the company proposes to use to provide food and beverage concession service. Describe the availability of such supplies and equipment as well.

Describe the environmentally friendly practices that will be employed in the operation.

- (b) Describe the proposed food, beverage and other merchandise (e.g., sun tan lotion, fishing tackle, etc.) the company will offer for sale to the public. 'Junk food' is not prohibited, but a menu that offers some healthy alternatives is encouraged. Include product/service specification for all food, beverage and other merchandise offered. Include prices the company proposes to charge the public for all items offered for sale.

2. Experience and Qualifications:

- (a) Describe the company's experience with operating seasonal concessions at national, state, or local parks and/or seasonal or other short term concessions at private venues (i.e., sport arenas, concert halls, etc.).

(Experience as the proprietor or manager of a year-round restaurant (i.e., persons who deal with management of personnel, schedules, finances, purchasing, etc. will be considered.)

(Employment experience with year-round restaurants (i.e., servers, bartenders, cooks, etc.) will not be considered as food service experience for the purposes of this Request for Proposals.)

Submit a copy of a valid food service license, preferably from the Milford Health Department, but a valid license from any health department or district in Connecticut will suffice for the purpose of submitting a proposal. Before opening the concession for business, the successful proposer(s) must obtain a food service license from the Milford Health Department.

- (b) Brief business history outlining length of time in business.

- (c) Past 2 years financial statements

Should proposers wish this information to be considered confidential, proposers should mark this information as "Confidential". This information will not be made viewable to the public and will only be reviewed by the evaluation committee.)

- (d) Insurance Certificate(s)

- (e) Submit a listing of contracts held during the past five (5) years with experience in operating a seasonal or other short term concession at a national, state or local park or at private venues (i.e., sports arenas, concert halls, etc.). Include the following information for each contract:

Name of company, description of work performed; contact name, telephone number and e-mail addresses of persons able to provide information on services provided.

Should proposers wish this information to be considered confidential, this information should be placed in a sealed envelope marked "Confidential", this information will not be made viewable to the public and will only be reviewed by the evaluation committee.

3. Value

- (a) Proposed Rental Fee (Form RFP-16 Exhibit B Price Schedule)

Negotiations

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The State will pursue negotiations with the proposer whose proposal scores highest. If, for whatever reason, DAS and the initial proposer fail to reach consensus on the issues relative to a contract, then DAS may commence contract negotiations with other proposers. DAS may decide at any time to suspend the current RFP process and start the RFP process again.