



Town of North Kingstown, Rhode Island

100 Fairway Drive
 North Kingstown, RI 02852-5762
 Phone: (401) 294-3331
 Fax: (401) 583-4140
www.northkingstown.org

REQUEST FOR QUALIFICATIONS

DEPARTMENT OF RECREATION/ GOLF COURSE
 NORTH KINGSTOWN, RHODE ISLAND

MUNICIPAL GOLF COURSE RESTAURANT CONCESSIONS

*Sealed Qualifications for the above will be accepted in the Office of the Purchasing Agent, Town Municipal Offices, 100 Fairway Drive, North Kingstown, RI 02852, until **10:00am on Friday, December 2, 2022**, and will then be publicly opened and read aloud. The Municipal Offices are open 8:30am – 4:30pm, Monday through Friday. Please plan accordingly.

***PLEASE SUBMIT AN ORIGINAL AND ONE (1) ELECTRONIC COPY via thumb drive.**

**NO QUALIFICATIONS WILL BE ACCEPTED AFTER THE
 MONDAY DECEMBER 2, 2022
 10:00AM DEADLINE**

A PRE-BID CONFERENCE IS SCHEDULED FOR 10:00AM ON FRIDAY NOVEMBER 18, 2022: MEET AT 615 CALLAHAN ROAD, NORTH KINGSTOWN, RI 02852. (The conference will be for viewing by participants.) This conference is suggested but not required.

All questions are to be submitted in writing via email ONLY to: Tim McDavitt, Purchasing/Finance (tmcdavitt@northkingstown.org) **NO LATER** than **NOVEMBER 28, 2022**, at 4:00 pm in order to post any necessary Addendum in a timely manner. **NO QUESTIONS WILL BE ACCEPTED AFTER THIS DATE.**

IT IS THE RESPONSIBILITY OF THE PROSPECTIVE VENDORS TO MONITOR THE TOWN AND/OR STATE OF RHODE ISLAND PURCHASING WEBSITES FOR ANY SUBSEQUENT BID ADDENDUM. NO ADDENDA WILL BE ISSUED OR POSTED WITHIN FORTY-EIGHT (48) HOURS OF THE BID SUBMISSION DEADLINE.

The Town of North Kingstown reserves the right to reject any or all Qualifications or parts thereof; to waive any formality in same, or accept any proposal deemed to be in the best interest of the Town.

The Town of North Kingstown will provide interpreters for the hearing impaired at any pre-bid or bid opening, provided a request is received three (3) days prior to said meeting by calling 294-3331, ext. 142.

EVALUATION CRITERIA

Comparative Evaluation Criteria

The ratings of Highly Responsive, Responsive and Not Responsive will be used to measure the relative merits of each Proposal that has met the Minimum Evaluation Criteria described above. Those Qualifications which do not meet the Minimum Evaluation Criteria will be deemed non-Responsive and will not be considered.

Highly Responsive: That proposal, which, in written form includes all completed form submittals, fully describes, and thoroughly meets all minimum requirements in this RFQ and exceeds the minimum requirements in this RFQ.

Responsive: That proposal, which, includes all completed form submittals, fully describes, and thoroughly meets all minimum requirements in this RFQ.

Not Responsive: That proposal, which, clearly does not meet a majority of the minimum requirements in this RFQ, or vagueness or lack of information that may not allow a full understanding of the vendor's description of services.

The following will be evaluated:

- Restaurant management plan
- Food service and Alcohol service/training experience
- Menu offerings
- Marketing plan
- Financial stability, strength of company to meet the requirements of the RFQ
- Professional references including payment histories
- Coordination plan with Town Golf Course

TOWN OF NORTH KINGSTOWN, RHODE ISLAND
INFORMATION FOR VENDORS

ARTICLE 1. RECEIPT AND OPENING OF BIDS

The Town of North Kingstown, Rhode Island invites qualified restaurant or food services businesses with experience preparing and serving food with a full liquor license to submit proposals to provide a restaurant operation at the North Kingstown Municipal Golf Course from January 1, 2022, through December 31, 2023, and one (1) additional calendar year (with an option to extend) as stipulated in the Request for Qualification.

Request for Qualification must be submitted in SEALED ENVELOPES, addressed to the **Town of North Kingstown Municipal Office Building, ATTN: Purchasing/Finance, 100 Fairway Drive, North Kingstown, Rhode Island 02852**, and clearly marked with the name of the item bid, and the date and time of opening. Qualifications will be received by the Purchasing Agent up to the specified time as noted on the Request for Proposal, and publicly opened and read aloud at the specified time. **The Town of North Kingstown will respectfully follow any Covid-19 guidelines in place at the time of opening.**

The Town will not award a proposal to any proposer owing delinquent taxes or water charges to the Town. Proposers certify, by virtue of their signature on the proposal sheet, that neither the proposer nor any business or corporation of which the proposer owns an interest is delinquent in tax obligations to the Town. The Purchasing Agent will verify that no delinquent taxes are owed before any proposal is awarded.

Qualifications submitted for a specified item must not be combined under the same cover with any other bid item.

It is the Participants responsibility to see that their bid is delivered within the date/time and at the place prescribed. Qualifications received prior to the time of opening will be date/time stamped and securely kept unopened. No responsibility will attach to any officer or person for the premature opening of a proposal not properly addressed and identified.

Proposals may be withdrawn personally or by written request at any time prior to the time specified for the opening. Proposals may be modified in the same manner. Negligence on the part of the Vendor in preparing the bid confers no right of withdrawal or modifications to bid after such bid has been opened.

Any Proposal received after the time and date specified shall not be considered, by messenger or by mail, even if it is determined by the Town that such non-arrival before the time set for opening was due solely to delay in the mails for which the Vendor is not responsible.

ARTICLE 2. PREPARATION OF PROPOSAL

Each proposal must be submitted on the prescribed form. All blank spaces must be legibly filled in, in ink or typewritten, both in words and figures where applicable. Erasures or other changes must be explained or noted over the signature of the Vendor.

Each proposal must be submitted in sealed envelopes, clearly labeled, so as to guard against opening prior to the time set, therefore.

The Town may consider any bid not prepared and submitted in accordance with the provisions hereof and reserves the right to reject any or all Qualifications in whole or in part, toward any item, group of items, or total bid; to waive any technical defect or formality in same, or to accept any proposal deemed to be in the best interest of the Town.

ARTICLE 3. TELEGRAPHIC MODIFICATION

Telephonic, telegraphic, electronic, or oral bids, amendments or withdrawals will not be accepted.

ARTICLE 6. OBLIGATIONS OF THE VENDOR

It is the responsibility of the Vendor to have inspected the Specifications and Contract Documents (including all addenda) which have been posted on the Town of North Kingstown and State of Rhode Island Purchasing websites. The failure or omission of any Consultant to examine, document or inspect any item or facility that is part of the services requested, does not provide relief from the obligations required under this RFQ.

Insofar as possible, the Vendor carrying out the work, must employ such methods or means as to eliminate or minimize any interruption of or interference with the work of Town employees.

Any exceptions or deviations from the provisions contained in this specification must be explained in detail and attached to proposal. If such deviations do not depart from the intent of this notice and are in the best interest of the Town, the proposal will receive careful consideration.

ARTICLE 7. PRICING (ONLY FOR HIGHEST QUALIFIED VENDOR)

Any pricing by the highest qualified vendor in regards to this qualification request shall be irrevocable for (90) ninety days, or until the qualification request is awarded by the Town Council. After award by the Town Council, said prices shall then remain firm for the duration of the Contract

ARTICLE 9. CONTRACT PERIOD AND TERM OF AGREEMENT

Contract period will be established in the Standard Form of Agreement, following award. If financially advantageous to the Town of North Kingstown, this contract may be extended, when agreed to in writing by both parties. Initial contract from January 1, 2022, through December 31, 2023 with 3rd year option.

ARTICLE 11. LABOR REGULATIONS (N/A)

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these specifications:

- a. Contractors shall comply with the provisions of the General Laws of Rhode Island and attention is called to Title 37, Chapter 13, Section 1-16, relative to the payment of wages, obligations, and charges by Contractors on public works projects.
- b. Non-resident Contractors are subject to Section 44-1-6 of the Rhode Island General Laws, as amended. (OUT OF STATE CONTRACTORS.)

- c. All contracted work for the Town will be required to comply with the Davis-Bacon Act (40USC 2 to a-7) as supplemented by Department of Labor regulations (29CFR Part 5).
- d. Contractors will be required to comply with the Contract Works Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor Regulations (29CFR, Part 5).
- e. Contractors will be required to comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- f. Contractors will be required to comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
- g. Contractors will be required to comply with the Safety and Health regulations (29 CFR, Part 1926, and all subsequent amendments) as promulgated by the Department of Labor.
- h. Contractors will be required to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

ARTICLE 12. SAFETY STANDARDS AND ACCIDENT PREVENTION (N/A)

With respect to all work performed under this contract, the Vendor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at their office or other well-known place at the job site, all articles necessary for giving first aid to the injured and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
- d. Vendors are informed that the Project may be subject to the requirements of Section 292.675. RSMO, which requires all consultants or sub-contractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour) course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program which is at least as stringent as an approved OSHA program. The training must be Completed within sixty (60) days of the date of work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation

ARTICLE 13. INSURANCE REQUIREMENTS (N/A)

The Vendor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, work performed under the scope of this RFQ.

The Vendor shall also indemnify and save harmless the Town of North Kingstown against any and all claims of whatever kind and nature due to, or arising out of, work performed under the scope of this RFP.

The Vendor shall furnish the Town with certificates of insurance from companies acceptable to the Town of North Kingstown. All insurance companies listed on certificates must be licensed to do business in the State of Rhode Island. The Vendor shall provide a certificate of insurance, for the coverages and limits defined below, and shall be kept in force until the Contract has been completed.

The limits of insurance must be at least in the amounts specified below.

1. Commercial General Liability – Occurrence Form \$1,000,000/\$1,000,000.
2. Automobile Liability – \$1,000,000. With both of the above naming the Town as additional insured.
3. (R) Worker’s Compensation (if legally allowed and available). Waiver of subrogation applies to Worker’s Compensation
4. (R) Professional Liability – \$1,000,000.00
(R) REQUIRED

The Vendor shall secure, pay for, and maintain insurance, with a waiver of subrogation provision against the Owner, and shall secure, pay for, and maintain insurance as necessary to protect against errors and omissions which may result from this project.

ARTICLE 15. LAWS, ORDINANCES AND CODES

All applicable Federal and State Laws, Ordinances and Codes of the Town of North Kingstown, Federal Labor Standards, and regulations of all authorities having jurisdiction over this Location shall apply to this contract the same as though written herein in full.

The Town of North Kingstown will not award the Contract to any Vendor who is, at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United State Department of Labor, or is not qualified under applicable Ordinances of the Town of North Kingstown, or the laws of the State of Rhode Island.

ARTICLE 16. THIS RFQ DOES NOT CARRY LIQUIDATED DAMAGES

ARTICLE 17. METHOD OF AWARD – HIGHEST QUALIFIED VENDOR.

The award shall be made based on responsive proposal, as well as an evaluation of highest qualified Food Service Vendor.



NORTH KINGSTOWN MUNICIPAL GOLF COURSE RESTAURANT

History

The Town of North Kingstown has owned the North Kingstown Municipal Golf Course since 1982 when it acquired it from the Navy. The facility is operated by the Town and includes the golf course, practice range, maintenance buildings and Pro Shop. The course is an 18-hole Par 70 Course which has been in service since the 1960's.

The North Kingstown Municipal Golf Course is open for golf year-round, weather permitting. The Restaurant is located within the clubhouse constructed in 1998 and has been operated through a concession agreement. The dining area has approximately 289 seats that can be separated for private functions if needed, a patio with outdoor seating, and a full-service lounge. Also included is a full-size commercial kitchen with equipment and office space.

North Kingstown Golf Course is one of the best public courses in RI, with a classic design, superb conditions and sweeping views of Narragansett Bay. It hosts nearly 50,000 rounds annually.

Conveniently located in Quonset Point, the course enjoys easy highway access and is less than 20 minutes from Providence. The golf course is situated among some of the largest companies in RI, such as Electric Boat, Ocean State Job Lot, and Toray Plastics. There are over 12,000 people employed in Quonset and that number continues to grow.

The golf course is home to 24 weekly leagues, and hosts over 50 corporate and charitable tournaments annually. In 2022 North Kingstown hosted the Rhode Island Open

The Town has prioritized improvements to its Golf Facility and has made many updates over the last few years including, green improvements, driving range improvements, HVAC improvements and more. Future improvement plans include maintenance to the Clubhouse building, future golf cart storage and annual updates to the greens .

DESCRIPTION OF RESTAURANT SITE AND USE OF PREMISES

The restaurant site is located within the Clubhouse of the North Kingstown Municipal Golf Course Clubhouse, 615 Callahan Road, North Kingstown, RI 02852. The related recreational facilities and services to be provided in accordance with this Concession Agreement are approximately Six Thousand Three Hundred Eighty-One (6,381) square feet and outlined on the Floor Plan attached as Exhibit A. The Premises include the kitchen, dining rooms, patio and bar area, 3 hallways and adjacent rest rooms.

The proposer shall use the Premises for the operation and maintenance of a restaurant, lounge and outside patio, together with lavatory facilities including hallways accessory thereto. The proposer will promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of federal, state and local governments affecting the Premises or the proposer's use thereof. The proposer will indemnify and hold harmless the TOWN, its officials, agents and employees from and against any and all penalties or damages charged to or imposed upon it or for any violation of such laws, ordinances, requirements, orders, directives, rules or regulations by the proposer. The proposer will not use, or permit the use of, the Premises for any purpose, which would cause the premiums on the TOWN's fire and casualty insurance to be increased or create forfeiture or prevent renewal or such insurance. The proposer will not use, or permit the use of, the Premises for any improper, offensive or unlawful purpose.

Notwithstanding any other provision hereof, the proposer agrees that the TOWN, its officials, agents and employees shall not be responsible or liable to the proposer, or to those claiming by, through or under the proposer for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying the premises or other portions of the building in which the Premises are located, or for any loss or damage resulting to the proposer or those claiming by, through or under the proposer, or its or their property except to the extent the same results from the negligence or the willful act or omission of the TOWN.

SCOPE OF SERVICES

The proposer should be providing services at times that are adjacent to the facility and working with the Golf Pro on scheduling of services provided. Promotion and marketing plans are necessary to provide high level of service through local businesses and maximize profit.

Concessionaire must be able to provide cart services and be open year-round weather permitting.

The Town seeks proposals from qualified proposers to provide all supervision, labor, materials, equipment, furnishings, goods, tools, insurance and all other goods and services necessary to operate, manage, advertise and maintain the restaurant facility at the North Kingstown Municipal Golf Course. Prices must be competitive and serve the desired community. Some equipment and furnishings are available for use by concessionaire which will be identified per inventory list. The inventory list will be provided at the Pre-Bid Conference. The equipment and furnishings identified are the property of the Town and proposer is taking the property as is. This list of equipment and furnishings should not be relied upon as 100% accurate and a full inventory will be completed by the Town and the proposer prior to the execution of the Concession Agreement. All maintenance upkeep is the responsibility of the leasee. Should any of the equipment or furnishing identified break down or not be sufficient for the concessionaire's use, the Town will have no responsibility to replace, or repair said equipment. Concessionaire shall be responsible for said replacement or repair. Proposer is responsible for keeping their area clean inside and outside. There are shared areas as outlined that the Town and Concessionaire are responsible for. Proposer must provide proof of routine grease trap cleaning two times annually. Concessionaire is responsible for staffing and stocking all inventory. Any equipment or furnishings identified that is are replaced by concessionaire shall remain the property **of the concessionaire**. The Town shall have the option to purchase any equipment or furnishings at the end of the term for fair market value.

REQUIREMENTS

Desirable **MINIMUM** qualifications sought by the Town are the following:

- The vendor must have demonstrable experience in the food service industry, preparing and serving a diverse hot/cold menu selection, operating a restaurant at a public or private location that served a large and diverse consumer on a scale equivalent with this proposed restaurant site.
- The vendor must demonstrate experience managing an all-alcohol liquor service with TIPS certified or other alcohol server training for all servers.
- Liquor liability policy of insurance in the amount of \$1 million.
- Certificate of insurance covering fire, casualty, and property damage in the amount of \$1 million.
- All policies of insurance to waive right of subrogation against the Town

QUALIFICATION FORMAT AND CONTENT

The qualification shall, include marketing plan, sample menu, staffing plan and a management chart

- A Marketing Plan and financial projections to meet the requirements of Scope of Services and all other requirements of the RFP.
- A complete description of the proposer including the names, addresses and title of all individuals having an ownership or partnership in the business.
- The names and telephone numbers of at least three (3) professional references that can provide informed opinions about the proposer's ability, experience and ability to successfully meet the requirements of this RFP.
- A sample menu identifying hot and cold food offerings and beverages that would be served during the main and off-seasons. At a minimum, the menu shall include, but not be limited to, that of a full-service restaurant serving breakfast, lunch and dinner along with all applicable charges. In addition, sample "event" menus identifying options appropriate to the Golf Course operation shall also be submitted as well as any cart services.
- A Description of qualified staffing levels for peak and non-peak hours as well as outings and events.
- The Town will consider extending the term of the contract with one (1) option for an additional one (1) year period. Additional options for extensions may be granted provided concessionaire is not in default of any of the terms and conditions of this agreement and Concession Agreement is approved by the Town Council. Said approval is not to be unreasonably withheld.
- A completed Qualifications Statement Form (enclosed).
- A completed Certificate of Non-Collusion Form (enclosed).

The Town Contract will be for 2 years and will consider extending the term of the contract option for an additional one (1) year period. Additional years upon agreement by both town and concessionaire. Additional options for extensions may be granted provided concessionaire is not in default of any of the terms and conditions of this agreement and Concession Agreement is approved by the Town Council. Said approval is not to be unreasonably withheld.

Evaluation Criteria

Criteria	Maximum Points
Clearly shows experience with operating a food and beverage service of comparable size to the NKGK food and beverage operation. With references provided.	25
Experience with operating a food and beverage operation at a Golf Course. Clearly demonstrates an understanding of the food and beverage interests of golfers.	5
Clearly demonstrates a marketing plan to attract local businesses and individuals outside of golfers.	10
Clearly shows experience in hosting various sizes of (Rental/Catering) functions requiring food/and or beverage service.	10
Clearly states that the hours of operation will be of service to the local businesses and the schedule of the golf course peak and non-peak	10
Ability to implement a food and beverage service operation by March 1, 2023	10
Clearly demonstrates that a current or previous food and beverage operation is or was financially profitable.	15
Proposed menu is realistic, and prices are reasonable.	10
Is a Small Business Enterprise, MBE, or DBE Yes_____ No_____	5
	100

A. PROJECT AWARD

The Town Manager, Golf Course Operations Manager and Recreation Director will evaluate the Qualifications received and rank them based on the interview process as identified in - EVALUATION CRITERIA.

The Committee will schedule interviews the week of Dec 5, 2022.

The Town Council shall award a contract to the vendor based on the above evaluation in December.

B. MISCELLANEOUS PROVISIONS

The vendor to whom the contract is awarded will be required to execute an agreement within fifteen (15) calendar days from the date when the Notice of Award is received. In the event the vendor fails to execute an agreement with the Town as noted above, the Town may consider the vendor to be in default.

It is the sole responsibility of the vendor to have their proposal to **the Office of the Purchasing Agent, Municipal Town Offices, 100 Fairway Drive, North Kingstown, RI 02852**, on or before the closing hour and date shown in the Notice section of this qualification. Qualifications received beyond said date or time shall be returned unopened and not considered for award.

The Town reserves the right to accept or reject any or all Qualifications, to waive irregularities and technicalities or to make inquiries on any aspect of a proposal that may be vague. The Town also reserves the right to award any resulting agreement as it deems will best serve the interests of the Town.

The successful vendor(s) shall not sub-let or assign their agreement without the written approval of the Town.

The Town of North Kingstown endorses the Equal Employment Opportunity Act and Affirmative Action and will incorporate the non-discrimination clause in its award.

The Town and the successful vendor shall negotiate a mutually agreed upon schedule of payments to the Town based on the vendor's proposal.

The proposal and all submittals offered by the successful vendor shall be incorporated and made a part of the overall agreement between the parties. Failure on the part of the successful vendor to carry out any provisions of this proposal or subsequent agreement shall be cause to terminate the agreement between the parties.

All applicable Federal, State, and local laws, ordinances, by-laws, rules, regulations, and guidelines shall apply to any agreement established between the parties.

**NORTH KINGSTOWN MUNICIPAL GOLF COURSE RESTAURANT
CONCESSION
QUALIFICATIONS STATEMENT
(Proposal Summary)**

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

(Separate sheets may be used for the below responses)

1. Describe Restaurant management plan

2. Describe food service experience and Alcohol service/training experience

3. Describe the Menu offerings and example pricing

4. Describe Marketing Plan

5. Describe cart services and banquet services /catering plan

5. Attach list of professional references including any financial histories you wish to share

6. Describe coordination plan with Town Golf Course operations

Please note: Exhibits, tables, and documents as necessary to provide a full response to above items shall be referenced to the Proposal

**NORTH KINGSTOWN MUNICIPAL GOLF COURSE RESTAURANT
CONCESSION CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation union, committee, club or other organization, entity, or group of individuals.

Company Name: _____

Address: _____

Signature: _____

Please print name: _____ Telephone number: _____

Date: _____ e-mail: _____