

# **Nantucket Islands Land Bank**

## **Request for Proposals**

### **For Mobile Food Vendor Concessions at Cisco Beach, Nantucket, MA**

**For the period from  
May 28, 2021 through and including September 15, 2021**



March 15, 2021

This document and any addenda thereto are issued electronically only. It is the responsibility of every proposer who receives this RFP and all associated documents to check the NILB website for any addenda or modification to this solicitation if they intend to respond. The NILB accepts no liability to provide accommodation to proposers who submit a proposal based upon an out-of-date solicitation document. Proposers may not alter (manually or electronically) the RFP language or any related documents. Unauthorized modifications to the body of the RFP, specifications, terms or conditions, or which change the intent of this RFP are prohibited and may disqualify a response.

**SECTION I. INTRODUCTION AND BACKGROUND**

The Nantucket Islands Land Bank, a body politic and corporate and a public instrumentality created pursuant to Chapter 669 of the Acts of 1983, as amended, is issuing this Request for Proposals (“RFP”) to solicit proposals from qualified mobile food vendor concessionaires interested in having a **Mobile Food Vendor Concession** at Cisco Beach, Nantucket, Massachusetts for the 2021 summer season.

The RFP, with specifications and requirements, may be obtained by going [www.nantucketlandbank.org/about/legal-notice/](http://www.nantucketlandbank.org/about/legal-notice/)

The Nantucket Islands Land Bank (“NILB”), acting by and through its Commissioners, may award three (3) mobile food vendor license(s) to the most advantageous proposer, taking into consideration price and non-price proposals, to sell food through the use of one (1) mobile unit per proposer at Cisco Beach from May 28, 2021 through September 15, 2021.

**SECTION II. KEY DATES FOR THIS PROPOSAL**

Following are key dates for this Request for Proposal. Please respond in according to these requirements.

**Key dates for this Proposal**

April 15, 2021	Proposal posted on NILB Website
April 30, 2021	Last day to submit questions to the NILB
May 6, 2021	Sealed Proposals Due, 3:00 pm, NILB Office, 22 Broad Street Nantucket, MA 02554
May 12, 2021	Notification of Award
May 14, 2021	Contract Execution
May 28, 2021	Mobile Food Unit License from Town of Nantucket
May 28, 2021	Equipped, supplied, and ready for operation

## SECTION III. PROPOSAL INSTRUCTIONS

### **A. GENERAL**

1. Attention of all proposers is directed to Chapter 30B of the General Laws of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.
2. NILB may cancel this RFP, in whole or in part, or may reject all proposals submitted in response, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the NILB or if it is otherwise in the best interest of the NILB.
3. NILB may request that supplementary information be furnished to assure that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
4. The following forms and documents are provided by the NILB and shall be **signed and submitted** with the proposal:
  - a. Certificate of Non-Collusion (Appendix A)
  - b. State Taxes Certification Clause (Appendix B)
  - c. Mobile Food License from Town of Nantucket (Appendix C)
  - d. Corporate Vote (Appendix D).

All proposals shall be in ink or typewritten and must be completed according to the instructions contained herein.

5. Questions or clarifications rising from these documents shall be submitted to the NILB in writing. They should be sent to the individual named in section V.B. They must be submitted in accordance with section II “Key Dates for This Proposal”.
6. All responses are to include a cover letter, which shall include a statement that the Proposal is in accordance with this RFP and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
7. All proposals shall be submitted to the Nantucket Islands Land Bank, 22 Broad Street, Nantucket, MA 02554, on or before the date and time stated in section II “Key dates for this Proposal”. Each proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer.
8. Proposers may correct, modify or withdraw the original proposals on or before the date and time as stated in the “Key dates for this Proposal”. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make the request in writing.
9. Each proposer shall be presumed to have read and be thoroughly familiar with this RFP. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.
10. It is understood that the Vendor’s Proposal to the NILB to provide said services and products will remain valid for 90 days past the submission deadline.
11. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Non-Collusion Certificate attached (Appendix A).
12. All costs involved in preparing the Proposal shall be borne by the proposer; the NILB will not

be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.

13. Proposals, which are incomplete, conditional, or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The NILB's decision or judgment on these matters shall be final, conclusive, and binding.
14. Any proposal received after the date and time stated in the "Key dates for this Proposal" will be deemed "non-responsive" and shall not be opened. Unopened proposals will be returned to the proposer.
15. The Proposals will be opened on the date and at the time stated in the "Key dates for this Proposal" at NILB Offices immediately after response due date. The name of the person or organization submitting a proposal will be read and recorded. The contents of all proposals will be opened publicly. A register of proposals will be completed indicating the name of the proposer and the number of proposal modifications submitted by each proposer. This register may be viewed upon request. The names of the witnesses will also be recorded. Although the pricing will be announced at the proposal opening, the technical proposal will be evaluated and the technical merit and pricing will be used to determine the proposal most advantageous to the NILB.
16. Any contract resulting from this RFP shall be awarded to the most advantageous proposer, taking into consideration price and non-price proposals. The NILB alone will be the sole judge in determining whether a vendor's proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the NILB. The selected vendor will be under contractual agreement to the NILB per the attached contract document.
17. Submission of a proposal in response to this RFP constitutes an acknowledgement that the vendor has accepted all sections and requirements of this document. The RFP will be included as part of the successful vendor's contract. IF THE VENDOR'S PROPOSAL DOES NOT COMPLY WITH THE REQUIREMENTS OF THIS RFP, OR IF AN ITEM IS NOT UNDERSTOOD IN ANY WAY, A COPY OF THAT SECTION OF THE RFP MUST THEN BE INCLUDED IN THE PROPOSAL AND ALL ITS COPIES CLEARLY STATING THE DEVIATION, ADDITIONS, OR OTHER COMMENTS.

**B. SPECIFICATIONS AND CONDITIONS**

1. The selected vendor shall obtain all necessary state and local permits and licenses. The selected vendor shall also meet all the requirements and conditions imposed by the Nantucket Select Board, Health Agent, and Board of Health, including, but not limited to, COVID-specific regulations, guidelines, and protocols; any relevant safety standards; insurance; as well as sanitary and food service requirements.
2. The selected vendor must locate their approved mobile food unit within the Cisco Beach parking lot and each vendor shall be limited to one parking space only. The NILB reserves the right to determine the location of the mobile food unit if the location selected by the vendor is viewed as inappropriate or problematic in any way.

Only three approved mobile food units will be permitted in the beach parking lot. Mobile food units and/or other equipment may not be left overnight on the property.

4. The selected vendor shall provide all required utilities, e.g., electricity and water, necessary for the food service operation, and shall provide a trash and recycle receptacle for the mobile vendor unit.
5. The selected vendor shall provide food service on all fair-weather days, including holidays and weekends, throughout the term of the permit, the period from May 28, 2021 through September 15, 2021.
6. The selected vendor shall abide by all NILB, Town and County of Nantucket, State and Federal regulations. The vendor shall not block designated handicap parking spaces.
7. The selected vendor shall not assign or sublease any portion of the licensed service.
8. The selected vendor shall carry concessionaire's liability/product liability insurance in the amount of \$1,000,000 and shall provide the NILB with a certificate of endorsement with the NILB listed as an additional insured for the beach season period of the permit. The selected vendor shall also carry Worker's Compensation Insurance in the amount of \$500,000 and shall provide the NILB evidence of such insurance coverage, unless the business owner operates the mobile vendor unit, and does not hire employees to do so.
9. The selected vendor shall make payment in full two weeks after the award of the proposals by certified check or money order.
10. The NILB shall have the right to revoke the concession permit for the Beach Food Vendor for reasonable cause, including, but not limited to: (a) failure to maintain a sanitary mobile vendor unit in conformity with all applicable state and local standards, (b) inappropriate, offensive, or criminal behavior by the vendor, or any employee or agent of the vendor, (c) misrepresentation of information provided in response to this RFP, (d) failure to service the public as required by Section #5 above, or (e) failure to maintain a respectable, family-oriented, food service operation in the best interest of the public and the NILB and Town of Nantucket.
11. The selected vendor shall adhere to all federal, state and local guidelines for the sale and preparation of food from a Mobile Food Vendor Unit, including but not limited to:
  - a. All packaged food must come from a licensed source, and must be packaged and labeled;
  - b. Employees and vendors must be able to wash hands with soap and hot water within the mobile unit or the use of a hand washing station approved by the Health Agent;
  - c. At the concession unit, foods must be adequately protected from the elements, insects, and the public. Good food-handling practices must be observed;
  - d. Only single-service items may be used;
  - e. Only single-service condiments shall be used;
  - f. Only single canned or bottled beverages will be allowed for sale; canned and bottled beverages may be stored in ice.
  - g. Vendors are responsible for trash and recycle disposal in their immediate area; trash and recycling bins shall be provided next to the MFU and shall be kept clean and emptied regularly.
  - h. The mobile vending unit must be sanitized kept clean at all times. A labeled spray bottle of sanitizing solution must be available for cleaning all food contact surfaces:
    - Chlorine sanitizer: 50-100 PPM (1/2 TBL non-scented household bleach per 1 gallon water for 100 ppm solution)

- Quaternary Ammonium sanitizer: 200 ppm (follow product instructions)
- k. All mobile food vendors must have a current and valid Mobile Food Unit License from the Select Board.
- l. The vendor must supply the NILB with a listing of all food items to be sold and a price list.**

**C. NOTIFICATION OF AWARD**

All proposers will be notified of the selection decision within approximately 7 days of the date proposals are due to the NILB unless otherwise notified by the NILB. In no case will the award be made beyond 90 days unless the vendor agrees to extend the period of time in which the proposal is valid.

**D. AGREEMENT OF CONTRACT**

This RFP, as well as the selected vendor's proposal, and any addenda to that proposal will become part of the final contractual documents. The selected proposer shall enter into the contract within the time prescribed above and in the form appearing in Appendix E of this RFP. At the time of the signing of the contract, the concessioner/vendor shall submit the liability insurance and Worker's Compensation Insurance documentation as outline in section III.E and III.B.7.

**E. INSURANCE REQUIREMENTS**

Refer to section III.B.7.

**SECTION IV. PROPOSAL REQUIREMENTS**

**A. MINIMUM REQUIREMENTS**

NILB shall reject proposals which do not meet the following certain minimum requirements:

1. A current and valid Mobile Food Unit License from the Town of Nantucket Select Board or a sufficient demonstration that this License is in process and immediately forthcoming.
2. Minimum acceptable guaranteed license amount: \$250.
3. The proposal must be from an established company or individual with experience in managing a food service business. A description of the business and number of employees is required.
4. Pictures of the Mobile Food Unit and a complete description of the vehicle and equipment required to run the operation must be provided. Preference will be given to operations that generate less noise.
5. The proposer must provide a list of the names and titles of personnel who will be assigned to represent the business and who will be the principals and key personnel. Preference will be given to individually run, owner-operator businesses.
6. A proposed plan of operation which includes COVID-specific protocols.
7. The proposal must be received before the deadline for receipt of

proposals, and must be complete (must include or address all items specified in Section V - Proposal Submission Requirements).

7. The vendor must have signed all forms (listed in section III. A.4 and attached hereto) and include them in the proposal package.
8. The proposal must be signed by an agent of the company who has authority to bind the company to a firm proposal price.

## **B. TECHNICAL SCOPE OF SERVICES**

The following is a summary of the services the NILB is requesting of the successful proposer.

Proposer will operate and maintain a high standard Mobile Food Unit Concession at Cisco Beach, Nantucket, MA.

It is expected that the startup of the successful proposer's operation will be on or about May 28, 2021 (estimated official day of opening) - hours of operation shall be consistent with section III. B. 5.

**Manager on Duty** – It is a strongly stated requirement that the Principal be onsite in a significant fashion during the peak time of operations to insure the proper management of the concession. Owner-operator, individually-run businesses will be viewed as highly advantageous.

**Public Health and Safety** - The proposer must submit detailed evidence that past operations managed and run by the prospective company or individual have complied with all health and safety regulations concerning the operation of mobile food unit activities. A full and accurate disclosure of any past issues concerning public health and/or safety in regard to the operation of the MFU is required.

**Minimum Staffing** - A main function of the concession service is to provide prompt service to the visitors of Cisco Beach and to provide adequate staffing. Please describe your staffing plan in your plan of operation.

## **C. FINANCIAL SCOPE OF SERVICES**

The financial scope of services must include any information that would assist the evaluation committee in selecting the best-suited proposal.

The minimum amount for this business opportunity is **\$250**.

**D. ADDITIONAL NARRATIVE/COVER LETTER INFORMATION**

1. Please summarize what you believe your Mobile Food Unit offers that is unique from other providers of concessionaire services.
2. Please provide at least three (3) references with contact phone numbers. These references should be able to accurately vouch for your ability to meet the scope of this proposal.
3. A commitment needs to be made that the proposer, if selected, can be operational on May 28, 2021.
4. Please list the anticipated amount of any support services and/or documents the NILB would be required to provide.

**SECTION V. PROPOSAL SUBMISSION REQUIREMENTS**

**A. SUBMISSION**

One (1) sealed envelope containing one (1) original copy of the complete proposal marked "Mobile Beach Concession 2021" must be received per the time frame outlined in section II. It is the sole responsibility of the proposer to insure that the proposal arrives on time and at the designated place.

Within your Proposal, please supply each of the following items and clearly structure and label your Proposal.

1. Narrative/Cover Letter including name of Proposer, address and telephone number and signed in ink by someone authorized to sign such documents.
2. Submit rules for employees.
3. Submit résumés for principal(s) and key personnel (if selected). If key personnel are not selected at the time of proposal submittal, provide staffing plan and qualification requirements.
4. Provide plan of operation, menus and pricing and any other pertinent information required for the evaluation committee to use in their review process and all other requested information stated herein.
5. Current and valid Select Board license, or sufficient evidence of ability to obtain. **If approved to vend at other locations besides Cisco Beach, please list.**
6. Past health and safety track record.
7. All forms (listed in section III. A.4 and attached hereto) signed and dated.
8. Proposal amount **in a separate sealed envelope** clearly marked at the proposal with the name of the Proposer.



## **B. CONTACT INFORMATION**

Clarification and interpretations of this RFP must be requested in writing, email preferred, by April 30, 2021. Responses shall be likewise furnished. All inquiries must be directed to NILB Assistant Director, Jesse Bell, at [jbell@nantucketlandbank.org](mailto:jbell@nantucketlandbank.org).

Appendix A

**NON-COLLUSION**

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

\_\_\_\_\_  
Authorized Person's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title of Signatory

\_\_\_\_\_  
Name of Contractor

Appendix B

**TAX CERTIFICATION**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Authorized Person's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title of Signatory

\_\_\_\_\_  
Name of Contractor

Appendix C

~~{Concession/Food Permit Permit Application}~~

**CERTIFICATE OF CORPORATE AUTHORITY**

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_  
(Name of Corporation)

held on \_\_\_\_\_ it was VOTED that:  
(Date)

\_\_\_\_\_  
(Name) (Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such \_\_\_\_\_ under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

PLACE OF BUSINESS: \_\_\_\_\_

\_\_\_\_\_

DATE OF THIS CERTIFICATE: \_\_\_\_\_

I hereby certify that I am the clerk of the \_\_\_\_\_  
(Corporation)

that \_\_\_\_\_ is the duly elected \_\_\_\_\_ of  
(Name) (Title)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this Certification.

\_\_\_\_\_  
(Clerk)

CORPORATE SEAL:

Appendix E

[Form of Contract to be Provided Upon Contract Award]