

The State of Delaware



**Department of Natural Resources
And Environmental Control,
Division of Parks and Recreation**

**Contract # NAT_TBD_RVR_CAFE
Contract Title: INDIAN RIVER MARINA CAFÉ AND CONVENIENCE SERVICES
GSS CONTRACT # GSS606-INDIAN RIVER**

**Request for proposal regarding professional services for the
Management and Operation of the Café and Convenience Store at Indian
River Marina, located at 39415 Inlet Road, Rehoboth Beach, Delaware 19971**

**ISSUED
February 8, 2011**

**Richardson & Robbins Building
89 Kings Highway
Dover, Delaware, 19901**

SECTION 1 – GENERAL OVERVIEW AND KEY DATES

The State of Delaware's Division of Parks and Recreation Services a vendor to provide management and operational services of Café and Convenience Store located at Rehoboth Beach, Delaware. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: January 31, 2011
Mandatory Pre-Bid Meeting	Date: February 14, 2011 at 1 PM, EST
Deadline for Receipt of Proposals	Date: February 28, 2011 at 3:00 PM, EST
Anticipated Notification of Award	Date: March 15, 2011

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal and any resultant Contract or License will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

SECTION 2 – GENERAL INTRODUCTION

The Department of Natural Resources and Environmental Control, Division of Parks and Recreation (DIVISION) is seeking a qualified and competent concessionaire to operate a café to include grocery staples for the general public at the Indian River Marina located in Delaware Seashore State Park with an anticipated commencement date of March 15, 2011 (hereinafter referred to as LICENSEE).

The concession facility is located at the Indian River Marina located on the north side of the Indian River Inlet at Delaware Seashore State Park, the third largest state park containing over 2638 acres. The Marina also provides many services for boaters and fisherman including wet slip rental, a large onsite facility for multi-seasonal storage of many size vessels, charter and head boat operations, fish cleaning services, bait & tackle, and fresh seafood sales, a 12 unit cottage complex and campground facility. It is located within minutes of the Atlantic Ocean and Inland Bays and has been renowned as some of the finest fishing grounds on the East Coast. With the anticipated opening of the new Indian River Inlet Bridge in December 2011, Delaware State Parks foresees this addition as an enhancement to tourism of the Indian River area.

The building for the Indian River Marina food service concession operation is approximately 1,400 square feet (35'x 40') with an outside usable deck area of approximately 1,100 square feet. The exterior deck/plaza area is trapezoidal in shape with a pergola on the western edge of the concession operation. See attached floor plan layout and Division-provided amenities list.

SECTION 3 – SCOPE OF SERVICES, REQUIREMENTS AND EXPECTATIONS

Products and Services:

The successful applicant (LICENSEE) will be granted a license herein for the provision to operate a café and convenience store at the Indian River Marina located in Delaware Seashore State Park. The LICENSEE's café and convenience store may include alcoholic beverages, non-alcoholic beverages, grocery staples and any other refreshments necessary to carry on the business in accordance with the terms and conditions set forth in the contract. Beverage vending machines located in a designated area may also be included in this service under the provisions of the DIVISION's healthy choices initiative (Guidelines to be distributed at the mandatory pre-bid meeting). Products must be served in recyclable containers. Additional items such as souvenirs and other non-food items may not be sold without advance written approval by the Department. The LICENSEE agrees to withdraw from sale or rent any items disapproved by the DIVISION. **No tobacco products shall be sold on the premises.**

Utilities:

Electricity, telephone and/or other utilities used in the operations will be solely at the LICENSEE's expense. The LICENSEE will be required to make independent arrangements for service with the area's utility companies with the exception of electric, water and waste water disposal which are furnished by the Division. Electrical usage will be sub-metered with the Division paying the utility and the LICENSEE reimbursing the Division based on sub-meter readings.

Taxes and Permits:

The LICENSEE shall pay all State and Federal taxes and/or other license fees which may be imposed or legally chargeable, and obtain all necessary permits and licenses including but not limited to a Delaware Business License, Operating Permit issued by the Division of Public Health license, and liquor license issued by the Delaware Alcohol Beverage Commission to sell beer and wine by the glass on the premises at its own cost and expense, as a result of operation the business conducted hereunder.

LICENSEE Responsibilities:

The LICENSEE will be granted the right to provide a café and convenience store at the Indian River Marina that is approved by the DIVISION. The LICENSEE's responsibilities under this license shall include the following:

(a) The LICENSEE will be required to furnish and install the necessary equipment, if not provided,(drink dispensers, grill table etc.) at the concession location for the preparation, display and storage of merchandise sales items in order to provide the specified café and convenience store services. The LICENSEE must also furnish and use a cash register with accumulating total to record all customer sales and receipts collected or an approved Point of Sale (POS) system. All of the equipment and fixtures used in the concession operation shall be subject to approval by the Division, the Division of Public Health and the State Fire Marshal, if applicable, as to their workability, appearance, appropriateness, and compliance with all applicable codes. All outdoor furniture must be aesthetically designed to fit into the Marina environment.

(b) The LICENSEE shall also be responsible for the following:

- b.1: Daily cleaning and janitorial service of the sales area, and other building space assigned to the LICENSEE.
- b.2: Repairs and maintenance of food service equipment provided by the DIVISION.
- b.3: Daily collection and deposit of litter, garbage, and refuse from the grounds and buildings assigned to or used by the LICENSEE into the parks dumpster.
- b.4: Repairs and maintenance to interior building fixtures and utilities.
(locks, light bulbs, water faucets, etc.)

(c) The LICENSEE shall publicly display in a conspicuous place at the concession area a neat and legible sign listing rates, prices and charges for all products and services.

(d) The LICENSEE shall be responsible for providing quality products and services at a reasonable price to park visitors.

(e) The LICENSEE shall be responsible to employ only competent, mature and orderly employees and their employees shall keep themselves neat and clean and be courteous to all guests and patrons of the park.

(f) The LICENSEE shall maintain books of account and records of all operations and establish systems of bookkeeping and accounting in a manner satisfactory to the DIVISION.

(g) The LICENSEE also agrees to submit an annual financial statement, which includes listing of all gross receipts/sales ending December 31 of each year. This annual statement shall be submitted to the DIVISION on or before April 15 of each year.

(h) The LICENSEE shall ensure that all facilities and equipment supplied by the DIVISION be returned to the DIVISION in good order, condition and repair, reasonable wear and tear expected.

DIVISION's Responsibilities:

1. The DIVISION's responsibilities under this license shall include the following equipment

Shelving	Work Counter
Walk-In Cooler	Work Table
Cooler Refrigeration System	Hand Sink
Reach-In Freezer	Soap and Towel Dispenser
Microwave Oven	Three-Compartment Sink
Hot Dog Grill	Mop Sink and Rack
Coffee Brewer	Outside Grill
Cup Dispenser	Overhead Exhaust with fire suppression system

2) The DIVISION shall be responsible for major utility and structural repairs and exterior maintenance.

3) The DIVISION reserves the right to enlarge, close and/or reduce the size of any area for the purposes of improvement, repair, construction or any other legitimate purpose. It is understood that any of the above action shall not entitle the LICENSEE to any reduction or suspension of the License fee unless otherwise approved by the DIVISION.

Inspection:

The LICENSEE shall agree that at all reasonable time free access will be given to authorized representatives of the DIVISION and other county, state or federal officials having jurisdiction for inspection purposes. The LICENSEE shall further agree that if notified in writing by the DIVISION of its authorized representatives that any part of the licensed premises or the facilities thereof for which the LICENSEE is responsible for services rendered are not in conformance with the license granted then the LICENSEE shall remedy the same within five (5) working days, or a reasonable time period agreed upon between the DIVISION and the LICENSEE.

Accounting and Reports:

The LICENSEE shall maintain proper and complete books and records of accounts of its operation under the license granted. Internal control procedures implemented by the LICENSEE shall be adequate to ensure that all revenue is accounted for and recorded. All receipts of any nature from café and convenience store services provided by the LICENSEE shall be immediately and properly recorded.

The LICENSEE shall permit the DIVISION or its authorized representatives to examine and audit financial records relative to this license at any reasonable time during normal business hours, after giving the LICENSEE twenty-four (24) hours notice of the date and time of such examination and audit. The LICENSEE shall retain these financial records for a period of three (3) years beyond the termination of this license, unless earlier disposal is approved by the DIVISION in writing.

Operating Schedule:

The LICENSEE agrees to operate the concession service in accordance with the following minimum schedule:

In Season: Seven (7) days per week, from Memorial Day weekend through Labor Day, including holidays, from 7:00 a.m. to 7:00 p.m. on weekdays and 7:00 a.m. to 9:00 p.m. on weekends.

Off Season: 8:00 a.m. to 5:00 p.m. Concession may open as early as April 1 or earlier and remain in operation through November contingent upon weather conditions and business to be determined by the Marina Manager.

LICENSEE will contact the Marina Manager prior to canceling service for the day and receive his or her permission to cancel service. The DIVISION reserves the right to revoke the License of the LICENSEE if they do not adhere to the schedule of operations.

Emergencies:

The LICENSEE and the DIVISION or their designated agent(s) shall be available by phone and/or pager twenty-four (24) hours a day, seven (7) days a week for emergencies during the entire term of the license. Information on how to contact the LICENSEE or their designee is to be provided to the Park Superintendent.

Trash Removal and Use of Recyclable Products:

The LICENSEE is required to serve all food and beverages in recyclable containers. The LICENSEE shall provide trash cans inside the concession area and will be responsible for depositing the trash in the park's dumpster at the end of each day of operation and for maintaining the concession areas in a clean and presentable condition. The LICENSEE agrees to fulfill this responsibility in compliance with the spirit and intent of Executive Order 18, Leading by Example Towards a Clean Energy Economy & Sustainable Natural Environment, as issued by Governor Markell on February 17, 2010 and which may be reviewed at http://governor.delaware.gov/orders/exec_order_18.shtml.

Parking:

Parking spaces for the concession operator and their employees will be assigned by the Marina Manager.

Marketing and Promotion Plans; Signs and Advertising:

- a. The LICENSEE is encouraged to work with the DIVISION on a marketing and promotion plan for each calendar year, beginning calendar year 2011. Such plan may contain promotional activities at or in connection with Delaware State Parks annual promotional activities or with individual state parks or facilities. (The DIVISION is considered a "qualified organization" for purposes of receiving deductible charitable contributions.)
- (b) The LICENSEE agrees not to use signs or any other means of soliciting business, without the approval of the DIVISION, and agrees not to advertise said license in any manner or form on or about the premises licensed to it, or elsewhere, or in any newspaper or otherwise, without such approval. Any printed advertising shall include the correct name and location of the operation, i.e. Indian River Marina, Delaware Seashore State Park.
- (c) The DIVISION, through their authorized agents, reserves the right to prohibit the erection, display or use of signs which are not in keeping with the park area. Permission must be granted by the DIVISION or their authorized agents prior to the erection, display or use of signs. The DIVISION also reserves the right to designate the type, size, wording, color and number of signs requested by the LICENSEE.
- (d) It is mutually agreed by the LICENSEE and the DIVISION that no permanent or temporary advertising, signage, or trademark visibility for the LICENSEE's café and convenience store will be displayed or permitted anywhere in state parks without prior written approval from the DIVISION, except that it is agreed that the LICENSEE shall be permitted to include its trademark and brand names on its equipment.

Modifications to Premises:

If any alterations, modifications, additions or improvements of the licensed premises and facilities are desired by the successful applicant, a request first must be submitted to the DIVISION for approval and work shall not commence until receiving the DIVISION's written approval and consent. All costs for any approved alterations, modifications, additions, or improvements shall be the responsibility of the LICENSEE unless the DIVISION consents to share a portion of said costs or provide necessary materials and/or labor. All applications shall submit a proposed layout of the operation and a description of any alterations or modifications which are contemplated to set up the operation.

Damage to Premises:

In the event State property or facilities are damaged in any way whatsoever by reason of any act or omission of the LICENSEE or its employees, the LICENSEE shall repair at its own cost and expense the facility or property so damaged. Upon the failure of the LICENSEE to make such repairs within five (5) working days or a reasonable time period agreed upon by the DIVISION and the LICENSEE, the DIVISION will repair such damage at the cost and expense of the LICENSEE and deliver a detailed invoice to LICENSEE due and payable within thirty (30) days of the date of the invoice.

Section 12. Waiver of Damages:

The LICENSEE waives any and all claims for compensation of any loss or damage sustained by the LICENSEE resulting from fire, water, natural disaster (e.g., hurricane, tornado, etc.), civil commotion or riots.

Concession Franchise Limitations:

So long as the LICENSEE shall faithfully conform to all the provisions herein, they may provide the café and convenience store service as heretofore described at Indian River Marina at Delaware Seashore State Park, but **may not have exclusive rights** if approved by the DIVISION for specific events.

SECTION 4: RFP Instructions and General Information

Required Information:

The following information shall be provided in each proposal listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

Delaware business license: Provide evidence of a Delaware business license or evidence to obtain the business license the process for which can be found at http://revenue.delaware.gov/services/BusServices.shtml	Proposed layout of operation
A complete financial statement	Envisioned convenience items for sale
Completed questionnaire of the forms attached to this RFP in such detail as to facilitate a comprehensive analysis	Proposed operating hours
Business and Marketing Plans	Business and personal references
Statement of applicant's financial condition in the form of a balance sheet	If the applicant is, or is to be, a newly formed corporation within the last three (3) years, a financial statement relating thereto should accompany the offering showing the amount of capital pledged or paid in by the stockholders together with the personal financial statements and business and personal references of the individual stockholders
Evidence of applicant's food service experience	If the applicant is a partnership or other business entity must provide sufficient financial information to enable the DIVISION to make a reasonably informed judgment concerning the financial ability of the applicant to provide the appropriate services and its authority to do business in the State of Delaware
Menu which includes pricing for all products and services offered	Evidence of applicant's financial ability to meet these requirements together with details as to any proposed financing arrangements. The successful applicant must be prepared to show written commitments to support such financial arrangements.
Professional liability insurance in the amount of \$1,000,000.00	Before a license is awarded, the Certificate of Insurance and/or copies of the insurance policies, referencing the license number stated herein, shall be submitted to the Division at the below. The certificate holder is as follows below:
	Delaware Division of Parks and Recreation Contract No. TBD 89 Kings Highway Dover, Delaware 19901
A Bid Guarantee of \$2,500	

NOTE: The bidders(s) should also include any additional data that might assist the DIVISION in evaluating their expertise or plan of operation.

Bid Guarantee:

No offer will be considered unless the bidder(s) submits a certified check draw on a reputable banking institution, payable to the Delaware Division of Parks and Recreation, in the sum of \$2,500. This certified check is required as a cash deposit to guarantee the bidder's performance of the terms of said license and is to be submitted along with the offer and application forms. The DIVISION reserves the right to retain all or a portion of the deposit if the bidder fails to execute the awarded license. Upon award of the license, the \$2,500 deposit of the successful bidder will be retained by the DIVISION of Parks and Recreation and may, at the option of the DIVISION if all of the obligations have been met, be credited towards the licensee's final annual license fee payment for the first year of operation. The deposits of all other bidders will be returned immediately after the license has been awarded.

RFP Issuance:

Copies of this RFP are available in electronic form [only] through the State of Delaware; Government Support Services website at <http://bid.delaware.gov> Paper copies of this RFP will be available upon request by contacting:

Kerri Bennett
Delaware Division of Parks and Recreation
89 Kings Highway
Dover, Delaware 19904
kerri.bennett@state.de.us
1-302-739-9206

Public Notice:

Public notice has been provided in accordance with 29 *Del. C.* § 6981.

Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**Kerri Bennett
Department of Natural Resources
and Environmental Control
Division of Parks and Recreation
89 Kings Highway
Dover, Delaware 19904**

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

Consultants and Legal Counsel:

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

Contact with State Employees:

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

Organizations Ineligible to Bid:

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

Exclusions:

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contractor subcontract, or in the performance of the contract or subcontract;
- b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d) Has violated contract provisions such as:
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
 - 3) Has violated ethical standards set out in law or regulation; and
 - 4) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

RFP Submissions:

Acknowledgement of Understanding of Terms: By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

Proposals:

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with three (3) paper copies. One (1) paper copy must be marked as a "Master" copy, and contain original signatures on all appropriate forms.

All proposals must be properly sealed and clearly marked "Café and Convenience Store Services" and received no later than **3PM PM EST on February 28, 2011**. Proposals shall be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Indian River Marina Café and Convenience Services
CONTRACT # NAT11XXX-IND_RVR_CAFE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation
Office of Business Services
89 King Street
Dover, Delaware 19901

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 3PM EST on February 28, 2011. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing bidder bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of bidder proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

Proposal Modifications:

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

Proposal Costs and Expenses:

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

Late Proposals:

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

Proposal Opening:

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Vendor

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

Non-Conforming Proposals:

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

Confidentiality of Documents

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website at <https://bids.delaware.gov> by 12:00 PM each Friday. Vendors' names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number
Paragraph number
Page number
Text of passage being questioned
Question

State's Right to Reject Proposals:

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

State's Right to Cancel Solicitation:

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

Notification of Withdrawal of Proposal:

Bidders may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

Revisions to the RFP:

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at <https://bids.delaware.gov>. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

It is the vendor's responsibility to be aware of any addenda or modifications to the RFP contract terms. By submitting an offer to the State, vendors shall have acknowledged receipt, understanding, and commitment to comply with all materials, revisions, and addenda related to the Request for Proposal.

Exceptions to the RFP:

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

Award of License:

The final award of license is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the highest priced proposal, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the bidder whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the bidder who submits the highest bid of the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals. REDUNDENT

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

RFP Evaluation Process:

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the highest price nor highest scoring proposal will necessarily be selected. REDUNDENT

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in timely manner any and all information that the State of Delaware may deem necessary to make a decision.

Proposal Evaluation Team:

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* § 6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Director of Delaware's Division of Parks and Recreation and the Secretary of Department of Natural Resources and Environmental Control who shall have final authority past), subject to the provisions of this RFP and 29 *Del. C.* § 6982, to award a contract to the successful vendor in the best interests of the State of Delaware.

Proposal Selection Criteria:

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with highest price.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.

a. Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
Background and experience (e.g. past performance on similar ventures, financial strength, qualifications and experience of personnel, etc.)	20%
Response to the RFP(e.g., quality and value of products and services, including pricing, etc.)	30%
Benefits of the proposal to Delaware State Parks (e.g. percentage of gross receipts from snack food service, etc.)	25%
Capacity to meet financial conditions and payment obligations.	25%
Total	100%

Proposal Clarification:

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

References:

The Evaluation Team may contact any customer of the bidder, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the bidder is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

Additional Documents:

The following documents are attached to this Request for Proposal, and shall be considered as part of the RFP.

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions to RFP
- Attachment 4 – Confidential and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Bid Bond
- Attachment 7 – OMWBE Application

SECTION 5 – LICENSE TERMS AND CONDITIONS

General Information

- a. The term of the café and convenience store concession license for Indian River Marina, Delaware Seashore State Park shall be for three (3) summer seasons, commencing on or about March 15, 2011 and ending on March 14, 2014. The Division reserves the right to renegotiate and renew the license for an additional three (3) years with each season commencing on March 15, 2014 and ending on March 14, 2017. The Division reserves the right to renegotiate and renew the license for an additional four (4) seasons, not to exceed ten (10) seasons, based upon the successful completion of the terms and conditions contained herein by the LICENSEE.
- b. The selected bidder will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual and license provisions into any contract or license negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract or license are subject to review and approval by the State of Delaware. Bidders will be required to sign the license for all services, and may be required to sign additional agreements.
- c. The selected bidders(s) will be expected to enter negotiations with the State of Delaware, which will result in a formal license between parties. Procurement will be in accordance with subsequent license agreement. **This RFP and the selected bidder' response to this RFP will be incorporated as part of any formal license.**
- d. The successful bidder shall promptly execute a license incorporating the terms of this RFP within twenty (20) days after award of the license.
- f. If the bidder to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such bidder shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

Collusion or Fraud:

Any evidence of agreement or collusion among bidder(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the bidder shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

Lobbying and Gratuities:

Lobbying or providing gratuities shall be strictly prohibited. Bidders found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

Solicitation of State Employees:

Until contract or license award, bidders shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the bidder, its affiliates, actual or prospective contractors, or any person acting in concert with bidder, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Bidders may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

General Contract Terms:

Licenses and Permits

In performance of the LICENSE, the bidder will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the LICENSE shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

Prior to receiving an award, the successful bidder shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899, by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department Or on line at <https://onestop.delaware.gov/osbrlpublic/Home.jsp>.

Information regarding the award of the license will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

d. Notice

Any notice to the State of Delaware required under the license shall be sent by registered mail to:

**Kerri Bennett
Department of Natural Resources and
Environmental Control
Division of Parks and Recreation
89 Kings Highway
Dover, Delaware 19904**

General Indemnification:

By submitting a proposal, the proposing bidder agrees that in the event it is awarded a license, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable in whole or part, to the State, its employees or agents.

Insurance:

1. The LICENSEE recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney’s fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor’s negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The LICENSEE shall, as a condition precedent to the agreement taking effect, before assuming any rights hereunder, at their own cost and expense, purchase and maintain such insurance during the term of this license as will protect the LICENSSEE from claims under the Workman’s Compensation Act, and shall also take out and maintain such public liability insurance as well product the LICESSEE, the State of Delaware, the DIVISION, and their officers and employees, from any claims for personal injuries, including death, and property damage arising out of, or occurring or caused by operation under this license by the LICENSEE or anyone directly or indirectly employed by the LICENSEE while on the job, buy agents of the LICENSEE, or otherwise arising out of this license. Such policies shall be endorsed to cover “occurrences”, and not merely “accidents.” All required insurance must be in effect and continue so during the term of the license in not less than the following amounts:

Type	Amount
Workman’s Compensation Insurance	Unlimited
Public Liability Insurance: Single Limit Liability for any one occurrence, not less than	\$1,000,000.00

The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

LICENSE FEE:

The LICENSEE, as a fee for the license and concession rights herein granted, agrees to pay to the Department of Natural Resources and Environmental Control, DIVISION of Parks and Recreation a minimal annual license fee of not less than \$8,000.00 and a negotiated % of gross receipts, whichever is greater.

The annual license fee shall be due in two (2) installments on July 15 and September 15 during the term of this license. If the percentage of total gross receipts is greater than the annual license fee, the LICENSEE agrees to pay the additional amount based on the specified percentage of total gross receipts to the DIVISION on or before December 31 of each year.

The LICENSEE agrees to submit a monthly receipts report, including a cash register “Z” tape or POS daily close out report covering each day’s operation under this agreement to the Park Superintendent plus a tabulated annual gross receipts report for the period of operation on or before December 31 of each year.

Performance Guarantee:

The LICENSEE shall furnish and keep in full force and effect, during the term of the License, a performance guarantee made payable to the DIVISION, in the amount of the concessionaire's annual license fee conditioned upon the full performance of all terms and conditions contained in the License. The performance guarantee shall be in the form of either a cash deposit, surety bond, certificate of deposit, passbook savings account, automatically renewable irrevocable letter of credit, or another form acceptable to the DIVISION. Said amount is not subject to increase but shall remain constant throughout the terms of the License.

License Term and Extension:

The term of the café and convenience store concession license for Indian River Marina, Delaware Seashore State Park shall be for three (3) years, commencing on or about March 15, 2011 and ending on March 14, 2014. The Division reserves the right to renegotiate and renew the license for an additional three (3) years with each commencing on March 15, 2014 and ending on March 14, through 2017. The Division reserves the right to renegotiate and renew the license for an additional four (4) seasons, not to exceed ten (10) seasons, based upon the successful completion of the terms and conditions contained herein by the LICENSEE.

Quality and Pricing:

(a) The LICENSEE warrants that all products and services offered by it to the public shall be of the highest quality and consistent with the quality specifications provided by the LICENSEE pursuant to this section.

The LICENSEE shall have the right and privilege to charge such prices and rates as are reasonable and fair. All prices and price changes shall be subject to the prior written approval of the DIVISION.

(b) The LICENSEE shall submit a price list to the DIVISION each season before the beginning of the operation with a schedule of services to be offered and the prices to be charged for each service. The LICENSEE agrees to offer only such services and merchandise at such prices as have been approved by the DIVISION. In approving rates, primary consideration will be given to the prices charged for similar classes of services and merchandise furnished outside the areas administered by the DIVISION under similar conditions.

(c) If, in the sole opinion of the DIVISION, any goods or services offered by the LICENSEE are inconsistent with the image or reputation of the DIVISION or the State of Delaware, or are otherwise deemed unsuitable for sale on the licensed premises, the DIVISION shall request the LICENSEE to cease selling such goods or services and the LICENSEE shall cease doing so immediately upon receipt of such a written request from the DIVISION

Interest Payments:

Any payments which become due from the LICENSEE to the DIVISION and which are not paid on or before the due date shall be subject to an interest penalty of twelve (12) percent per annum until paid, computed from the due date. When a late payment is received, the LICENSEE shall be billed the amount of interest owed. This provision is in no way a waiver of the LICENSEE's obligation to make payments when they are due.

Hold Harmless:

The LICENSEE expressly agrees to indemnify and hold the State of Delaware, the DIVISION, and any of its employees harmless from any and all claims arising out of any violation by the LICENSEE of any law, rule, regulations or order, and from any and all claims for loss, damage or injury to persons or property of whatever kind or nature arising from the operation of this license by the LICENSEE, or from the negligence or carelessness of employees, agents or invitees of LICENSEE while on the job.

Violations:

Upon failure of the LICENSEE to provide adequate service or operate the license herein granted in a satisfactory manner or to comply with any of the terms or conditions of this license, federal, state or local laws or any rule, regulation or order of the Department affecting the license in regard to any and all matters, this license may be suspended or revoked at any time on thirty (30) days written notice to the LICENSEE. Any license fees accrued at date of revocation shall immediately become due and payable to the DIVISION.

Revocation of License:

In addition to the rights of revocation otherwise specifically provided in this license agreement, the DIVISION shall have the right to revoke this license at any time on thirty (30) days written notice to the LICENSEE if: (1) the LICENSEE files a petition in bankruptcy, is adjudicated a bankrupt, makes an assignment for the benefit of creditors or has a receiver appointed for it; or (2) the LICENSEE fails to observe or perform all of the terms, conditions and agreements on its part to be observed or performed pursuant to this license after notice specifying the details of such breach shall have been given to the LICENSEE by the DIVISION, provided, however, that if such breach cannot be remedied within such 30 day period, the LICENSEE shall be deemed to have cured the same if it undertakes to remedy the same within such 30 day period and then diligently pursues such remedy to completion.

Termination for Cause:

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the license, or if the Vendor violates any of the covenants, agreements or stipulations of the license, the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

Termination for Convenience:

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

Non-discrimination

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The LICENSEE shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

Covenant against Contingent Fees:

The LICENSEE warrants that no person or selling agency has been employed or retained to solicit or secure this license upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business.

For breach or violation of this warranty the State of Delaware shall have the right to annul the license without liability or at its discretion to deduct from the license price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

License Documents

The RFP, the executed license and any supplemental documents between the State of Delaware and the successful bidder shall constitute the license between the State of Delaware and the bidder. In the event there is any discrepancy between any of these documents, the following order of documents governs so that the former prevails over the latter: license, State of Delaware's RFP and bidder response to the RFP. No other

documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- (1) the laws of the State of Delaware;
- (2) the applicable portion of the Federal Civil Rights Act of 1964;
- (3) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- (4) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- (5) that programs, services, and activities provided to the general public under resulting license conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If LICENSEE fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the license, or consider the vendor in default.

The selected bidder shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

Scope of Agreement

If the scope of any provision of the license is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the license shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

Other General Conditions

Changes – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.

Additional Terms and Conditions – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

RFP Miscellaneous Information

No Press Releases or Public Disclosure:

LICENSEE may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting license, the work performed, or any reference to the State of Delaware with regard to any project or performance. Any such news or advertising releases pertaining to this RFP or resulting license shall require the prior express written permission of the State of Delaware.

Definitions of Requirements:

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all

mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

PROPOSAL REPLY SECTION

CONTRACT NO. NAT_TBD_IND_RVR_CAFE

CAFÉ AND CONVENIENCE STORE SERVICES

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number and contract name to Department of Natural Resources and Environmental Control, Division of Parks and Recreation by **Tuesday 28, 2011 by 3:00 P.M., EST**, at which time proposals will be opened.

Proposals shall be submitted to:

**State of Delaware
Department of Natural Resources and Environmental Control
Division of Parks and Recreation
Richardson & Robbins Building
89 Kings Highway
Dover, DE 19901**

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency.

NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

Attachment 1

DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
DIVISION OF PARKS AND RECREATION
RICHARDSON & ROBBINS BUILDING
89 KINGS HIGHWAY
DOVER, DELAWARE 19901

NO PROPOSAL REPLY FORM

CONTRACT # NAT_TBD_IND_RVR_CAFE

CONTRACT TITLE: Café and Convenience Store Services

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to offer a proposal, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or offer a bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to offer a proposal under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

_____ FIRM NAME

_____ SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

Attachment 2

TITLE: CAFÉ AND CONVENIENCE STORE SERVICES
OPENING DATE: February 28, 2011 at 3:00pm (EST)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to Department of Natural Resources and Environmental Control, Division of Parks and Recreation.

It is agreed by the undersigned Vendor that the signed delivery of this proposal represents the Vendor's acceptance of the terms and conditions of this Request for Proposals including all specifications and special provisions.

NOTE: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Natural Resources and Environmental Control, Division of Parks and Recreation.

COMPANY NAME _____ Check one)
Corporation
Partnership
Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

Table with 3 columns: Women Business Enterprise (WBE), Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE). Each column has Yes/No options and a (circle one) instruction.

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Attachment 5

CONTRACT NO. NAT_TBD_IND_RVR_CAFE
Contract Name: CAFÉ AND CONVENIENCE STORE SERVICES
Business References

Vendor must supply at least three (3) business references consisting of current or previous customers of similar scope and value with your reply. Include the business name, address, telephone number, fax number, e-mail address, verified current contact person, and the years associated.

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

Contact Name:		
Contact Title:		
Business Name:		
Address:		
Phone # / Fax #:		
E-mail Address:		
Current Vendor (YES or NO):		
Years Associated:		

Contact Name:		
Contact Title:		
Business Name:		
Address:		
Phone # / Fax #:		
E-mail Address:		
Current Vendor (YES or NO):		
Years Associated:		

Contact Name:		
Contact Title:		
Business Name:		
Address:		
Phone # / Fax #:		
E-mail Address:		
Current Vendor (YES or NO):		
Years Associated:		

Attachment 6

**BID BOND TO ACCOMPANY PROPOSAL
(NOT NECESSARY IF CERTIFIED CHECK IS USED)**

KNOW ALL MEN BY THESE PRESENTS That _____ of _____ of the County of _____ and State of _____ principal, and _____ of _____ of the County of _____ and the State of _____ as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the State of Delaware in the sum of _____ Dollars or _____ per cent (not to exceed _____ Dollars) of amount bid on Contract No. _____ to be paid to said State of Delaware for the use and benefit of the _____ of said State, for which payment well

(hereinafter referred to as Agency)

and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal _____ who has submitted to said Agency of the State of Delaware, a certain proposal to enter into a certain contract to be known as Contract No. _____, for the furnishing of certain products and/or services within the said State of Delaware shall be awarded said Contract No. _____, and if said _____ shall well and truly enter into and execute said Contract No. _____ and furnish therewith such surety bond as may be required by the terms of said contract and approved by said Agency, said contract and said bond to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation to be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two thousand and _____ (20____).

SEALED AND DELIVERED IN THE

Presence Of _____

Name of Bidder (Principal) (Seal)

Witness

_____ BY _____

_____ (Seal)

Corporate Seal

Title

_____ BY _____

Name of Surety (Seal)

_____ (Seal)

Title

Attachment 7

The most recent OMWBE Certification Application can be found at the following site address:

http://gss.omb.delaware.gov/omwbe/docs/certapp_022510.pdf

State of Delaware

Office of Minority and Women Business Enterprise
Certification Application



Complete application and mail, email or fax to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place, Suite 4
Dover, DE 19904
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: deomwbe@state.de.us
Web site: <http://gss.omb.delaware.gov/omwbe/index.shtml>

ATTCHMENT 8
BALANCE SHEET

DATE: _____, 20__

ASSETS

CURRENT ASSETS

- 1. Cash on hand and in bank..... \$ _____
- 2. Marketable securities _____
- 3. Notes and accounts receivable _____
- 4. _____
- 5. _____
- 6. _____
- 7. Total current assets _____

FIXED ASSETS

- 8. Buildings, equipment, etc. _____
- 9. LESS: Accumulated depreciation _____
- 10. Net fixed assets _____
- 11. Land _____
- 12. Total fixed assets _____

OTHER ASSETS

- 13. Investments _____
- 14. _____
- 15. _____
- 16. Total other assets _____
- 17. TOTAL CURRENT, FIXED, and OTHER ASSETS\$ _____

LIABILITIES AND NET WORTH

CURRENT LIABILITIES

- 18. Notes and accounts payable \$ _____
- 19. Accrued liabilities _____
- 20. _____
- 21. _____
- 22. _____
- 23. Total Current Liabilities _____

OTHER LIABILITIES

- 24. Mortgages and long-term liabilities _____
- 25. _____
- 26. _____
- 27. Total other Liabilities _____
- 28. Total Liabilities _____
- 29. Net Worth _____
- 30. TOTAL LIABILITIES AND NET WORTH \$ _____

ATTACHMENT 9

QUALIFICATIONS AND PERFORMANCE OF APPLICANT

1. Individual or Firm Name & Business Address:

Phone Number: _____ E-mail address _____

Submittal is for: _____ Parent Company _____ Branch Office

2. Name and Title of individual completing application:

3.

4. Year present firm/organization was established: _____

a.) Total number of years experience managing a Snack Food Service Operation _____

5. Name of Parent Company, if any: _____

a.) Former firm name(s), if any, and year (s) established:

6. Is the business a:

_____ Sole Proprietorship _____ Corporation, in which State?
_____ Partnership _____ Other legal entity

7. Names of Principals to contact:

	Name/Title	Telephone Number
a.)	_____	_____
b.)	_____	_____
c.)	_____	_____
d.)	_____	_____

8. Total personnel for this operation: _____

List by discipline or job description:

9. Describe nature of business: _____

10. Names and addresses of major banks in which the firm/organization has accounts:

a.) _____ c.) _____

b.) _____ d.) _____

11. Names and addresses of several major companies with whom your firm/organization has had accounts during the past three years:

a.) _____ c.) _____

b.) _____ d.) _____

12. Names and addresses of other business/personal references:

a.) _____ c.) _____

b.) _____ d.) _____