



State of Delaware
Department of Natural Resources and Environmental Control
Delaware Division of Parks and Recreation
89 Kings Highway
Dover, Delaware 19901

May 1, 2015

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: REBECCA LOVIN
PARALEGAL III
302-739-9206

SUBJECT: **AWARD NOTICE ADDENDUM #1**
CONTRACT NO. NAT12011-BEACHACC2
MOBILE BEACH ACCESSORY RENTAL AND SNACK FOOD SERVICE AT
GORDON'S POND AT CAPE HENLOPEN STATE PARK

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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Each contractor's contract shall be valid for a three (3) year period from May 1, 2012 and ending April 30, 2015. CONCESSIONAIRE and the DIVISION shall have the option to renew on an annual basis for an additional three (3) years with an option to renew for an additional four (4) years based on successful completion of the terms and conditions.

This contract is extended from May 1, 2015 thru April 30, 2018.

2. VENDORS

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Aliaksandr Parakhnevich Aleksey Alekseev ProTrade, LLC 39 Baltimore Avenue, Suite A Rehoboth Beach, DE 19971 alex_rehoboth@yahoo.com

3. GENERAL CONDITIONS

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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.

4. QUALITY AND PRICING

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- a. The CONCESSIONAIRE 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 CONCESSIONAIRE pursuant to this section. The CONCESSIONAIRE 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 CONCESSIONAIRE shall submit a schedule of services to be offered at the beginning of each year and the fees charged for each service. The CONCESSIONAIRE agrees to offer only such services and merchandise at 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 CONCESSIONAIRE are inconsistent with the image or reputation of the DIVISION or the State of Delaware, or are otherwise deemed unsuitable for sale or are considered over - priced, the DIVISION shall request the CONCESSIONAIRE to immediately cease selling such goods or services or lower the price of said goods and services upon receipt of such in a written request from the DIVISION.

- d. The CONCESSIONAIRE, as a fee for the contract and concession rights herein granted, agrees to pay to the Department of Natural Resources and Environmental Control, Division of Parks and Recreation, 89 Kings Highway, Dover, DE 19901, an annual contract fee as follows:

2012	\$9,000.00 or 15% of gross receipts, whichever is greater
2013	\$9,000.00 or 15% of gross receipts, whichever is greater
2014	\$9,000.00 or 15% of gross receipts, whichever is greater
2015	\$9,500.00 or 15% of gross receipts, whichever is greater
2016	\$9,500.00 or 15% of gross receipts, whichever is greater
2017	\$9,500.00 or 15% of gross receipts, whichever is greater

The annual contract fee shall be due in two (2) equal monthly installments on July 15 and September 15 during the term of this license. The percentage of gross receipts shall be calculated annually, the CONCESSIONAIRE agrees to pay the additional amount based on the specified percentage of total gross receipts to the DIVISION on or before November 15 of each year.

ADDITIONAL TERMS AND CONDITIONS

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5. CONCESSIONAIRE RESPONSIBILITIES

- a. The CONCESSIONAIRE will operate a mobile beach accessory rental and snack food service at Gordon's Pond, Cape Henlopen State Park.
- b. The CONCESSIONAIRE will be required to furnish and install the necessary equipment and supplies including the temporary storage facilities not to exceed 8ft X 8ft X 8ft at the concession operation for the mobile beach accessory rental and snack food service concession in order to provide the specified service.
- c. All of the equipment and fixtures used in the concession operation shall be subject to approval by the DIVISION, Division of Public Health, if applicable, as to their workability, appearance, appropriateness and compliance with all applicable codes.
- d. Daily cleaning and janitorial service of the sales area, space assigned to the CONCESSIONAIRE.
- e. Daily collection of litter, garbage and refuse from the grounds and buildings assigned to or used by the CONCESSIONAIRE.
- f. The CONCESSIONAIRE 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.
- g. The CONCESSIONAIRE 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.
- h. The CONCESSIONAIRE shall be responsible for providing quality products and services at a reasonable price to park visitors.

- i. The CONCESSIONAIRE 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. CONCESSIONAIRE shall check all prospective employees they intend to hire at the contracted area against the Delaware or any other applicable sex offender registry. CONCESSIONAIRE shall notify the DIVISION if they desire to hire an individual who is on a registry. Written approval by the DIVISION shall be required before the CONCESSIONAIRE can employ said individual to work at the contracted area.
- j. The CONCESSIONAIRE shall establish and maintain books of account and records of all operations and establish systems of bookkeeping, records and accounting in a manner satisfactory to the DIVISION.
- k. The CONCESSIONAIRE also agrees to submit an annual financial statement, which includes listing of total gross receipts/sales for each calendar year. This annual statement shall be submitted to the DIVISION on or before April 15 for the preceding year's sales.

6. ITEMS FOR SALE OR RENT:

The CONCESSIONAIRE may, as part of the contract hereunder, upon compliance with all provisions herein and in accordance with State Health regulations and other applicable laws, offer for sale or rent the following items:

- a. Only equipment normally associated with beach accessories, such as beach chairs, surf mats/rafts and umbrellas. The CONCESSIONAIRE is responsible for proper installation of beach umbrellas for all customers.
- b. Non-alcoholic beverages, coffee, sandwiches, hot dogs, ice cream, bakery goods, candy, peanuts, etc. and any other refreshments able to be provided on site as set forth herein. All food and beverages must be served in recyclable containers.

Additional items may be offered for sale upon advanced written approval by the DIVISION. Any items using the DIVISION'S name or logo shall be submitted for approval by the DIVISION prior to sale.

7. Disapproval of Items:

The CONCESSIONAIRE agrees to withdraw from sale or rent any item or service disapproved by the DIVISION. No alcoholic beverages or tobacco products shall be served, sold or stored on State property.

8. Operating Schedule:

The CONCESSIONAIRE agrees to provide a concession service in accordance with a minimum schedule that includes but is not limited to the following:

- a. Open on weekends and holidays from Memorial Day weekend through the third weekend in June from 10:00 a.m. to 6:00 p.m.

- b. Open seven (7) days a week from the fourth week in June through the second week of August, including holidays from 10:00 a.m. to 6:00 p.m.
- c. Open weekends and holidays from the third weekend in August through the second week of September from 10:00 a.m. to 6:00 p.m. unless Park Superintendent authorizes additional time in September.

CONCESSIONAIRE will contact the Park Superintendent prior to canceling service for the day and receive his or her permission to cancel service. The Division reserves the right to revoke the Contract of the CONCESSIONAIRE if they do not adhere to the schedule of operations.

9. INDENMINIFICATION AND HOLD HARMLESS

The CONCESSIONAIRE expressly agrees to indemnify and hold the State of Delaware, the Department or any of its employees harmless from any and all claims arising out of any violations by the CONCESSIONAIRE of any law, rule, regulation 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 contract by the CONCESSIONAIRE or from the negligence or carelessness of employees of the CONCESSIONAIRE while on the job. The CONCESSIONAIRE expressly agrees to indemnify the State of Delaware, the Department or any of its employees to the extent of any recoveries against them individually and/or jointly arising from it.

10. DIVISION RESPONSIBILITIES

The Division shall:

- a. No facilities such as buildings, storage units or equipment such as umbrellas and chairs shall be furnished by the DIVISION.
- b. 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 actions shall not entitle the CONCESSIONAIRE to any reduction or suspension of the contract fee unless otherwise approved by the DIVISION.

For a complete list of contract specifications please refer to the original bid solicitation document(s) or contact the Division for original contract.