



January 15, 2013

TO: ALL OFFERORS

FROM: GREG J. ABBOTT
PARK ADMINISTRATOR

SUBJECT: ADDENDUM TO CONTRACT NO. NAT13103-LUMS_REC
LUMS POND STATE PARK AERIAL ADVENTURE COURSE

ADDENDUM #1

The following are the vendor questions and answers for the Lums Pond State Park Aerial Adventure Course contract solicitation.

1. Section Number: Attachments Explanation, Required Reporting Section
Paragraph Number: 2nd paragraph
Page Number: Following page 26
Text of passage being questioned: "A Usage Report (Attachment 7) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor Electronically in Excel format detailing the purchasing of all items on this contract.
Question 1: Is this usage report for sales or for equipment that will be used in the build?
Answer 1: Sales and participants.
2. Section number: Overview
Paragraph number: 2nd paragraph
Page number: 1
Text of passage being questioned: "Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States."

Question 2: Does this include the procurement of build materials or just labor?

Answer 2: This is standard contracting language included in our professional services' RFPs. In this case, for the Lums Pond State Park project solicited, this refers to labor. The state agency will not limit where a vendor's building materials are procured provided that all materials adhere to all appropriate U.S. manufacturing and safety standards.

3. Section number: III. Required Information, A. Minimum Requirements

Paragraph number: 1st paragraph

Page number: 7

Text of passage being questioned: "Appropriate business license(s) and certification(s) to provide the work as identified in the Scope of Services. A Delaware Business License will be required of the vendor selected for an award, and a certificate provided before any work has commenced."

Question 3: Is a Delaware business license and certification required with the submission of the proposal or following contract award and prior to the finalizing the agreement?

Answer 3: Following contract award and prior to the finalizing the agreement.

4. Section number: Course Map

Paragraph number: Lums Pond State Park, Area 1

Page number: 1

Text of passage being questioned: Map

Question 4: Can course elements be slightly outside of the proposed course area outlined in the course map? If so, would these be discussed following award or should these alternatives be introduced in the proposal? If in the proposal, is this considered an exception that should be included in the Exception Form, Attachment 3?

Answer 4: The Division is willing to consider alternatives outside the proposed course. This would be an exception and included in Attachment 3.

5. Section number: 5. Payments to the Division of Parks and Recreation

Paragraph number: 1st paragraph

Page number: 5

Text of passage being questioned: "The Vendor shall agree to make payments to the Division of Parks and Recreations on a monthly basis. Payments shall be received by park management within thirty (30) days after the period ends, and shall include an accounting of entrants to the adventure course."

Question 5: To reduce overhead we prefer to submit payments on a quarterly basis. Is this considered an exception that should be included in the Exception Form, Attachment 3?

Answer 5: Yes, this would be an exception and included in Attachment 3.

6. Section number: Contract Terms and Conditions, 1. General Information

Paragraph number: 1st paragraph

Page number: 17

Text of passage being questioned: "a. The term of the contract between the successful bidder and the State shall be for four (4) years with six (6) optional extensions for a period of one (1) year for each extension."

Question 6: Is the state restricted to contract length offered in the RFP or is a longer contract length possible?

Answer 6: Maximum term of contract is 10 years.

7. Section number: D. Contract Terms and Conditions, 1. General Information

Paragraph number: 4th paragraph, d

Page number: 17

Text of passage being questioned: "The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations

Question 7: Is this clause intended for aerial adventure courses?

Answer 7: No, this is standard language included in our professional services' RFPs.

Unless licensed software will be provided by the Vendor for use by the state agency, this clause is not applicable to this project.

8. Section number: 5. General Contract Terms, h. Warranty

Paragraph number: 1st paragraph

Page number: 22

Text of passage being questioned: "The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements."

Question 8: Is this clause intended for this RFP? How is this clause applied to the build and operation of the aerial adventure course?

Answer 8: The referenced clause is standard language included in our professional services' RFPs. Pursuant to the scope of work provided, the Vendor will not be held to a defined one (1) year warranty period. Instead the awarded vendor will be responsible for the safe construction, maintenance and operation standards established and agreed to between the Vendor and the state agency. Vendor responsibility will last for the duration of the contract period, including extensions, if awarded. Finally, the Vendor will be provided with an opportunity to correct project deficiencies as negotiated with the state agency.

9. Section number: 5. General Contract Terms, c. Licenses and Permits

Paragraph number: 1st paragraph

Page number: 19

Text of passage being questioned: "In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations."

Question 9: Is Lums Pond Park considered within the city limits of City of Wilmington, City of New Castle, or the City of Newark?

Answer 9: No

All other terms and conditions remain the same.

S:\NAT13103AD

