



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

April 12, 2016

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

ISSUED BY: Rebecca Lovin
Paralegal III
302-739-9220

SUBJECT: **AWARD NOTICE**
CONTRACT NO. NAT16001_PARK CONCESSIONS
PARK CONCESSIONS FOR FOOD AND BEACH RETAIL ITEMS

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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Each contractor's contract shall be valid for a **three year period from April 15, 2016 to April 14, 2019**. Each contract **may be renewed for two (2) three (3) year periods** through negotiation between the Vendor and the Division of Parks and Recreation. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three (3) months after the term of the full contract has been completed. In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, Division of Parks and Recreation reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the Division and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

2. VENDORS (BY SITE LOCATION)

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DSSP TOWER'S, CAPE HENLOPEN (includes HERRING POINT) & KILLENS

Jay Vending Company
2141 Priest Bridge Dr. #2
Crofton, MD 21114
Phone: 410-721-9116
Fax: 410-721-9136
Email: brian@jayvending.com

FENWICK

Pineapple Catering
560 People's Plaza, Suite 186
Newark, DE 19702
Phone: 302-261-5600 x102
Fax: 888-822-0537
Email: lauriesschelich@gmail.net

3. PRICING (BY SITE LOCATION)

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Prices will remain firm for the term of the contract.

DSSP TOWER'S:

Annual Contract Fee: \$8,500.00 and Percent of Gross Receipts: 9%

CAPE HENLOPEN:

Cape Henlopen Annual Contract Fee: \$51,000.00 and Percent of Gross Receipts: 9%

Herring Point Annual Contract Fee: 3,000.00 and Percent of Gross Receipts: 5%

KILLENS:

Annual Contract Fee: \$22,500.00 and Percent of Gross Receipts: 7.5%

FENWICK:

Annual Contract Fee: \$10,000.00 and Percent of Gross Receipts: 10%

ADDITIONAL TERMS AND CONDITIONS

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4. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

5. PAYMENT

The annual contract fee shall be due in two (2) installments on July 15 and September 15 during the term of this contract. The Concessionaire agrees to pay the percentage of total gross receipts to the Division on or before December 31 of each year.

Any payments which become due from the Concessionaire 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 Concessionaire shall be billed the amount of interest owed. This provision is in no way a waiver of the Concessionaire's obligation to make payments when they are due.

6. REQUIREMENTS

a. Reporting:

The Concessionaire agrees to submit to: [OBS Parks@state.de.us](mailto:OBS_Parks@state.de.us), a concession contract report once a month, covering each day's operation under the agreement, **plus a tabulated annual gross receipts report and annual financial reports** for the period of operation on or before December 31 of each year. All annual gross receipt reports must be "Reviewed" by a certified public accountant prior to submission and proof of "Review" must be included in Concessionaire submission.

b. Utilities:

Electricity, internet service, telephone and/or other utilities used in the concession area shall be solely at the Concessionaire's expense. The Concessionaire will be required to make independent arrangements for service with the local utility companies unless the location has sub metered functionality managed by the Park. Each site shall be designated as such in the individual Park details included in this Scope of Work.

c. Taxes and Permits:

The Concessionaire shall pay all State and Federal taxes and/or 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, Public Health License and other necessary permits at its own cost and expense as a result of operating the concession business conducted as part of the services.

d. Security:

The concessionaire shall be responsible for security of its equipment, software and any credit card services while contracting with the Division.

e. Inspection:

The Concessionaire will allow free access to the concession space as needed to authorize representatives of the Division and other county, state or federal officials having jurisdiction for inspection purposes. The Concessionaire shall further agree that if notified in writing by the Division or its authorized representatives that any part of the contracted premises or the facilities thereof for which the Concessionaire is responsible for services rendered are not in conformance with the contract granted, then the CONCESSIONAIRE shall remedy the same within five (5) working days, or a reasonable time period agreed upon between the DIVISION and the CONCESSIONAIRE.

f. Accounting and Reports:

The Concessionaire shall maintain proper and complete books and records of accounts of its operation under the contract granted. Internal control procedures implemented by the Concessionaire shall be adequate to ensure that all revenue is accounted for and recorded. All receipts of any nature from the operation of this contract provided by the Concessionaire shall be immediately and properly recorded. The Concessionaire shall permit the Division or its authorized representatives to examine and audit financial records relative to this contract at any reasonable time during normal business hours, after giving the Concessionaire two weeks' notice of the date and time of such examination and audit. The Concessionaire shall retain these financial records for a period of five (5) years beyond the termination of this contract, unless earlier disposal is approved by the Division in writing.

g. Operating Schedule:

The Concessionaire agrees to operate the concession service in accordance with the specific Park location schedules as stated herein. The concession hours of operation may be changed with prior approval by the Park Management. In addition, Concessionaire is required to contact the Park Management prior to canceling service for the day and receive permission to cancel service. The Division reserves the right to revoke the contract of the Concessionaire if they do not adhere to the agreed-upon schedule of operations. The Division may, in its sole discretion, close the concession operation services temporarily or permanently with prior notice to the Concessionaire.

h. Trash Removal and Use of Recyclable Products:

The Concessionaire shall provide trash cans inside the concession area for the public's use and will be responsible for depositing the trash in a vendor-provided dumpster at the end of each day, conforming with all rules and regulations pertaining to sanitation and safety as written the Delaware Food Code and administered by the Delaware Division of Public Health. All rubbish, refuse garbage and debris collected by Concessionaire shall be deposited in containers provided by a local waste management service approved by the Division of Parks and Recreation. Concessionaire is responsible for arranging placement and removal of waste dumpster and any expenses incurred for waste management services.

NOTE: For Killens Pond Water Park Concession, the Division shall provide all trash receptacles and dumpsters. The Concessionaire awarded business at the Killens Pond Water Park Concession will be billed for trash service.

The Concessionaire is required to serve all food and beverages in recyclable containers in compliance with the spirit and intent of **Executive Order 18**; "Leading by Example Towards a Clean Energy Economy & Sustainable Natural Environment".

i. Emergencies:

The Concessionaire and the Division or their designated agent(s) shall be available by phone twenty-four (24) hours a day, seven (7) days a week for emergencies during the entire term of the contract. Information on how to contact the Concessionaire or their designee is to be provided as part of Vendor's proposal (Attachment 4).

j. Parking:

Parking spaces for the concession operator and their employees will be assigned by the Park Superintendent.

k. Concession Franchise Limitations:

Concessionaire shall faithfully conform to all the provisions of this RFP and any contract signed between the State and Concessionaire, and for as long as any Concession Services are provided as heretofore described at each of the Delaware State Parks, however, Concessionaire may **not have exclusive rights** at the sole discretion of the Division of Parks and Recreation.

l. Marketing and Promotion Plans; Signs and Advertising:

- i. The Concessionaire is encouraged to work with the Division of Parks and Recreation on a marketing and promotion plan for each calendar year, beginning summer season, 2016. The agreed upon marketing 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).
- ii. The Concessionaire agrees not to use signs or any other means of soliciting business without the approval of the Division and agrees not to advertise any contract between the State and Concessionaire in any manner or form on or about premises contracted to it, or elsewhere, or in any newspaper or otherwise, without such prior approval. Any printed advertising shall include the correct name and location of the operation, e.g. Delaware State Parks at Killens Pond.
- iii. 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 Concessionaire.

m. Required Passes and Fee's for Delaware State Parks:

A park entrance fee is charged daily from March 1 to November 30. Annual passes are also available. These fees and passes allow vehicles and passengers to enter any Delaware State Park on the date of purchase. The fees play an important role in protecting open space and wildlife, support recreational activities and nature education, and provide visitor assistance and safety.

n. Payment Credit Card Industry (PCI) Requirements:

The Concessionaire agrees that it is their responsibility to become PCI compliant and maintain compliance. For more information related to PCI Security Standards, the following link is provided: https://www.pcisecuritystandards.org/security_standards/index.php

o. Quality and Pricing:

- i. Concessionaire warrants that all products and services offered by it to the public shall be of the highest quality and consistent with quality specifications provided by the Concessionaire pursuant to this section.
- ii. Concessionaire shall the right and privilege to charge prices and rates as are reasonable and fair. All price changes shall be subject to the prior written approval of the Division.
- iii. Concessionaire shall submit a price list to the Division each season, before the beginning of the operation, with a schedule of products and services to be offered and the prices to be charged for each product or service. Concessionaire agrees to offer only such products, services and beach retail items 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 products and services and beach retail items furnished outside the areas administered by the Division under similar conditions.
- iv. If, in the sole opinion of the Division, any products 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 on the contracted premises, the Division shall request the Concessionaire cease selling such products or services and the Concessionaire shall cease doing so immediately upon receipt of such written request from the Division.

p. Vendor Responsibilities:

Concessionaire(s) will be granted the right to provide Park Concession Services at the locations specified in Exhibit A, Scope of Work. Vendor's responsibilities under a contract with the Division shall include the following:

- i. Provide foods as described herein for the Park Concession Services during operating hours at each Park included in this RFP.
- ii. Provide quality and reasonably priced beach retail items (pool retail items at Killens Pond State Park) during operating hours at each Park included in this RFP.
- iii. Concessionaire will be required to furnish and install the necessary equipment, if not provided by the Division at the concession location, for the preparation, display and storage of retail merchandise sales items in order to provide the specified Concession and Beach Retail Items. The existing concession facility includes the equipment listed in Exhibit A, Scope of Work, below for Vendor to use (or replacement at vendor's expense).
- iv. Concessionaire must furnish a cash register with accumulating daily totals to record all customer sales and receipts collected to complete the Usage Reports (Attachment 8 and Attachment 9).
- v. All of the Concessionaire-owned equipment or any permanently installed fixtures used in the concession operation shall be subject to approval by the Division, the Division of Public

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Health and the State Fire Marshal, if applicable, as to their workability, appearance, appropriateness, and compliance with codes

- vi. All outdoor furniture must be aesthetically designed to fit into the beach restaurant environment (e.g. picnic tables).
- vii. Vendor shall be responsible for providing the following services:
 - a. Concessionaire (or Concessionaire's subcontractor service) shall provide daily cleaning and janitorial service of the sales area, and other building space assigned to Vendor.
 - b. Concessionaire shall repair and maintain all food service equipment owned by Concessionaire and notify Division when any Division-owned equipment requires maintenance or repairs.
 - c. Concessionaire (or Concessionaire's subcontractor) shall, on a daily basis, collect and deposit litter, garbage and other refuse from the grounds and buildings assigned or used by Vendor into Concessionaire's dumpsters rented or leased by Vendor as part of the concessions services and in the everyday course of business. The Park will not provide any trash removal services and it is the sole responsibility of the Concessionaire to ensure trash services are provided for daily and Holiday pickup requirements. Failure to adhere to this responsibility will result in additional expense to Concessionaire, in the event the Division is contacted to provide these emergency services on behalf of Concessionaire.
 - d. Concessionaire is responsible, at their expense, for the repairs and maintenance of interior building fixtures and utilities (e.g. door locks, light bulbs, water faucets, clogged sinks or toilets, etc.).
 - e. Concessionaire is responsible, at their expense, for cleaning any Hood Exhaust and Fire Suppression System installed by the Park in the concession facility on an annual basis.
 - f. Concessionaire shall provide maintenance of the concession area, including cleaning of tables and chairs, removal of all debris to ensure chairs are accessible for handicap visitors, in compliance with Americans with Disabilities Act (ADA) laws and legislation.
 - g. Concessionaire and its employees shall at all times generate and maintain an inviting atmosphere inside and outside the concession area for customers of the Park. Any significant visitor complaints may be considered performance deficiencies under this contract.
 - h. Concessionaire must publically display in a conspicuous place at the concession area a neat and legible sign listing hours of operation, rates, prices and charges for all products and services. Concessionaire shall affix a menu board and/or a standing dry erase outside the concession area depicting specials for the day.
 - i. Concessionaire shall be responsible for providing quality food products and services at a reasonable price, in addition to providing excellent customer service to Park visitors.

- j. Concessionaire shall be responsible in employing only competent, mature and orderly employees and ensure their employees shall keep themselves neat and clean and be courteous to all visitors and patrons of the Park.
- k. Concessionaire, if approved by the Division in writing, may provide optional Food Truck services to the Parks from Memorial Day to Labor Day.
- l. At the end of the contract term or at the request of the Division, Concessionaire shall ensure that all facilities and equipment provided by the Division are returned to the Division in good order, reasonable wear and tear expected. Failure to return such facilities to its natural state or return equipment to the Division at the end of the contract term may result in the Division billing Concessionaire, as applicable.

q. Modifications to Park Facilities:

Concessionaire may make alterations, modifications, additions or improvements to the contracted premises and concession facilities **with prior Division approval** of the design, development, timeline and approved plans. No work shall commence until Concessionaire receives the Division's approval and consent in writing. All costs for any approved alterations, modifications, additions, or improvements shall be the responsibility of the Concessionaire, unless the Division consents to share a portion of said costs or provide necessary materials and/or labor. Vendor shall submit a proposed layout of the operation and a description of any alterations or modifications which are contemplated to set up the operation. Concessionaire is responsible for obtaining any work permits, at Concessionaire's expense, and will coordinate any subcontractor access to the Park with the Park Superintendent. Additional requirements based on state and local ordinances, code and regulations may be required and shall be the responsibility of the Concessionaire.

r. Damage to Park Facilities:

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

s. Waiver of Damages:

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

t. Division Responsibilities:

- i. The Division shall be responsible for the major utility and structural repairs and exterior maintenance of the Park concession facilities.
- ii. Any equipment or services to be provided by the Division are included in the SPECIFIC REQUIREMENTS BY PARK LOCATION included in this Award Notice.
- iii. The Division shall be responsible for the initial cleaning and inspection of the Concession facility Ansul System (Hood Exhaust and Fire Suppression System). Thereafter, the

Concessionaire shall be responsible for cleaning the Ansul System at the end of the season or earlier if requested by the Division.

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

7. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

8. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

9. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

10. SPECIFIC REQUIREMENTS BY PARK LOCATION

a. FENWICK ISLAND STATE PARK (CONCESSION)

i. Specific services required:

a. Awarded vendor shall provide Food Concession Services and Beach Retail Items Sales Services. Rental of beach chairs and beach umbrellas is managed by the Division at this location. Awarded vendor may not rent beach chairs and beach umbrellas at this site.

b. Operating Schedule:

- The Park is open daily 8:00 a.m. to sunset year-round. Normal park office hours are Monday through Friday 8:00 a.m. to 4:00 p.m. from April through October and are contingent upon weather conditions and attendance to be determined by the Park Superintendent.
- The minimum Concession Hours of Operation will be from 10:00 a.m. to 6:00 p.m., seven (7) days per week from Memorial Day weekend through Labor Day weekend.

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ii. The Park Office Address is:

39415 Inlet Road
Rehoboth, DE 19971

iii. The Concession Address is:

27101 Coastal Highway
Rehoboth, DE 19930

iv. The Division shall provide the following equipment for the concessionaire's use:

- o (3) Wire Shelves
- o Fryer /Grill Hood
- o Hand Soap Dispenser
- o Paper Towel Dispenser
- o Wash Sink in Cooking Area
- o Three-Compartment Sink
- o (2) Hand Sinks in Storage Room
- o (2) Hand Soap Dispensers in Storage Room
- o Paper Towel dispenser in Storage Room

v. The Division provides beach chair and umbrella rental services at this site. Vendor may not rent these items at this site.

b. DELAWARE SEASHORE STATE PARK - TOWERS ROAD (CONCESSION)

i. Specific services required:

a. Awarded vendor shall provide Food Concession Services and Beach Retail Items Sales Services. Rental of beach chairs and beach umbrellas is managed by the Division at this location. Awarded vendor may not rent beach chairs and beach umbrellas at this site.

b. Operating Schedule:

- The Park is open weekends during the months of May, September and October, 10:00 a.m. – 6:00 p.m. Contingent upon weather conditions and attendance to be determined by the Park Superintendent.
- The Concession Hours of Operation are from 10:00 a.m. to 06:00 p.m., seven (7) days per week from Memorial Day weekend through Labor Day weekend.

ii. The Park Address is:

39415 Inlet Road
Rehoboth Beach, DE 19971

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iii. The Concession Address is:

39036 Towers Road
Rehoboth Beach, DE 19971

iv. The Division shall provide the following equipment for the concessionaire's use:

- o Fryer /Grill Hood
- o Three-Compartment Sink
- o Hand Sink in cooking area
- o Hand Soap Dispenser
- o Paper Towel Dispenser
- o Wash Sink in Storage Room
- o Wire Shelving in Cooking Area

v. The Division provides beach chair and umbrella rental services at this site. Vendor may not rent these items at this site.

c. KILLENS POND STATE PARK (WATER PARK CONCESSION)

i. Specific services required:

- a. Awarded vendor is expected to provide Food Concession Services and Manage and Operate the Swim Shop including Retail Items Sales Services. Pool chairs and umbrellas are provided by the Division at this location. Awarded vendor may rent a small quantity of beach chairs per Division approval at this site (dependent upon on space restrictions). **Concessionaire is required to sell swimsuits and sun protection products.**

b. Operating Schedule:

- The Park office is open daily from 8:00 a.m. to Sunset Monday through Friday. The Park is open weekends during the months of April through October, 08:00 a.m. – 4:00 p.m. Contingent upon weather conditions and attendance to be determined by the Park Superintendent.
- The Concession hours of operation are from 10:00 a.m. to 6:00 p.m. seven (7) days per week from Memorial Day weekend through Labor Day weekend.

ii. The Park Office Address is:

5025 Killens Pond Road
Felton, DE 19943

iii. The Concession and Swim Shop address is:

5025 Killens Pond Road
Felton, DE 19943

iv. The Division shall provide the following equipment for the concessionaire's use:

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- Shelving
- Walk-in Cooler/Freezer
- Cooler Refrigeration System
- Hot Dog Warmer
- Work Counter
- Work Table
- Hand Sink
- Three-Compartment Sink
- Mop Sink/Rack
- Storage Room
- Designated Area for Sign Logo
- Flat Top Grill
- (2) Deep Fryers
- Warming Box
- Chicken Tender /Fryer Warmer
- Ice Machine
- Ice Cream Freezer
- Ansul System (Hood Exhaust and Fire Suppression System)
- Refrigerated Prep Station
- Air Conditioning (in accordance with State Policies)
- Double Commercial Refrigerator
- Employee Bathroom
- Security System with monitoring system
(Available from Division with a monthly fee)

Manager's Office:

- Safe and Rental Fee(s)
- Manager's Desk
- Filing Cabinets

Retail Swim Shop:

- Wall Racks
- Clothes Stands
- Sales Counter/Table

Designated Outdoor Eating Area and Grassy Area for Sun Bathers

- Picnic Tables and Chairs
- Umbrellas
- Trash Receptacles
- Trash Dumpster

Concession Stand:

- Outside Service Window
- Menu Board for daily specials

d. CAPE HENLOPEN STATE PARK (Includes Herring Point) CONCESSION

i. Specific services required:

a. Awarded vendor shall provide Food Concession Services and Beach Retail Items Sales and Rental Services. The Division **does not** rent beach chairs and beach umbrellas at this location and the awarded vendor **must** provide this service.

b. Operating Schedule:

- Cape Henlopen State Park is open as follows:

8 a.m. to sunset seven days a week. Normal Park office hours are 8:00 a.m. to 4:00 p.m. Monday through Friday contingent upon weather conditions and attendance to be determined by the Park Superintendent.

- The Seashore Nature Center is open as follows:

9:00 a.m. to 4:00 p.m. from November 1 to March 31st Wednesday through Sunday. 9:00 a.m. to 4:00 p.m. 7 days a week during April and May, and during September through October. 9:00 a.m. to 5:00 p.m. from June 15th to Labor Day.

- The Concession hours of operation are from 10:00 a.m. to 06:00 p.m. seven (7) days per week from Memorial Day weekend through Labor Day weekend.

ii. The Park Office Address is:

15099 Cape Henlopen Drive
Lewes, DE 19958

iii. The Concession address is:

37184 Post Road
Lewes DE 19958

iv. The Division shall provide the following equipment for the concessionaire's use:

- Shelving
- Work Counter
- Hand Sink
- Soap and Towel Dispenser
- Three Compartment Sink
- Storage
- Range Hood System

v. Herring Point:

- a. The Concessionaire may operate snack food and beach retail item concession services, including mobile cart services, on that portion of the public swimming beach at Cape Henlopen State Park. Final site location for the storage facility must be approved by the Division.
- b. Concessionaire may install a temporary storage facility with dimensions approved by the Division, to store equipment and supplies such as beach umbrellas, chairs, raft, boogie boards and other floatation devices for the public's use and the satisfactory operation of the concession services. The Division reserves the right to erect a sign on the Concessionaire's storage facility to advise the public that the operation at the Herring Point location is a concession granted by the Division of Parks and Recreation, Any temporary structures installed by the Concessionaire are to be removed from the concession area no later than October 10th of each year.