



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

November 1, 2016

TO: ALL OFFERORS

FROM: REBECCA LOVIN
PARALEGAL III, DIVISION OF PARKS AND RECREATION

SUBJECT: **CONTRACT NO.: NAT16005_NON-MOTORIZED WATER SPORTS Q&A**

ADDENDUM # 2 Q&A

QUESTIONS AND ANSWERS

1. **Can you please provide what gross revenues are for all non-motorized water sports for the current contract for all 4 site locations?**

Year	Cape Henlopen State Park	Trap Pond State Park
2013	\$23,616	\$20,681
2014	\$18,660	\$25,754
2015	\$16,330	\$34,869
2016	\$17,590	\$32,534

Note: \$ include both boat rental and canoe/kayak touring trips (total gross); Holts Landing State Park and Jefferson's Bridge are considered a "New" site (no previous boat rental or concession), therefore there are no \$ to report.

2. **Would the Company receiving the winning bid have the right to use existing structures related to renting for the rental operation (labeled "Boat Rental" on the maps), and would there be any additional fees incurred for the usage of the structures?**

- **For Holts Landing State Park** – No buildings, storage units or equipment shall be furnished by the Division. The Division shall provide a credit of up to \$5,000.00 on one-time contract fees for any mobile (portable building or shed_ or permanent structure installations.
- **For Cape Helopen State Park** – The Boat Rental Building and Office are included with the contract; not additional rental fees will apply.
- **For Trap Pond State Park** – The Boat Rental Building and Office are included with the contract. Additionally, the satellite building near the boat launch is included with this site (must be used for some type of operation in conjunction with the business).

Note: Buildings included at each site for this RFP are not to be subleased without express prior written consent from the Division.

3. **Are the existing boats available for rent at Trap Pond State Park and Cape Henlopen State Park currently owned by State Parks, or a third party? If they are owned by State Parks, would the State Parks entertain an offer to purchase all equipment?**

The Division's existing fleet at Trap Pond and Cape Henlopen are owned by Delaware State Parks. They are not for sale and shall be utilized for the replenishment of other State Park's fleet throughout the State.

4. **Is there an area that will be blocked off on Kent Avenue for Parking? There is an area about 60ft from the canal that could be blocked off- would we know by bid due date about the parking?**

Kent Avenue itself is a main traffic road in the Bethany Beach community and shall not have any designated parking affiliated with this Services request. The Jefferson's Bridge site managed by the Division and as stated in the RFP, is located on "Guy St." per Google Maps. Per the RFP, the Jefferson Bridge site shall only be used for shuttle, drop-off and pick-up of customers. This includes quick set-up of customers with equipment. Vendor customers are not permitted to park at the Jefferson Bridge area and Vendor(s) cannot park longer than thirty (30) minutes at Drop-Off and Shuttle site. As Jefferson Bridge is an intensely utilized location by multiple users, the Vendor must not block access to members of the public. **The Vendor must shuttle customer and all equipment to the site. Trailers and vendor vehicles cannot linger at the Jefferson site longer than thirty (30) minutes for drop-off/pick-up.** Awarded Vendor shall be allowed to install a **Division approved** kayak rack at the Jefferson's Bridge access site. The rack shall be removed at the termination of the contract. All racks should have secure locks and be in good working order at all times. The Division shall not be responsible for loss or damage of the rack or any equipment during the term of the contract. **Size and location of the rack must be approved by the Division in writing prior to any installation.** Public access shall not be impeded at any time. Failure to adhere to this may result in a performance deficiency under the contract. Under no circumstances will the Vendor be permitted to leave any equipment at the site other than in the approved rack.

The Division shall allow the Awarded Vendor to post signage on any approved rack to make a "parking spot" area for Drop-Off and Shuttle activities directly in front of the rack. If no rack is placed by the Vendor, the Division shall work with the Vendor to set up signage for a Drop-Off and Shuttle parking spot.

5. **Can I store items for my other business locations at one of these sites if awarded? Basically in case there is an opportunity to start/end tours at different sites (blend service locations).**

Awarded Vendors are free to utilize available storage and buildings included in the RFP as part of their business operations. Please note that at this time Holts Landing has no buildings and the Awarded Vendor would need to install it there per the RFP. The Division is willing to work with Awarded Vendors to provide potential storage at Holts Landing in a small fenced in area, however all RFP terms apply in that the Division shall not be responsible for security of equipment. Awarded Vendors must ensure that services requested in the RFP are met and there is a Vendor presence providing service at each park/area listed in the RFP. The Division is not interested in livery services and Drop-Off/Pick-Up only, there must be rentals and the other requirements as stated in the RFP.

6. **If awarded Cape, can we also launch at the ocean or other sites around the park?**

Awarded Vendors are free to launch at all sites approved by the Division. Vendor proposals should include any launch sites they would like considered. Any changes after the contract is awarded will need approval in writing from the Division. For purposes of this RFP, launch sites are limited to the Pier area and the Point for Launch and Take-Out. All other areas should be included in the Vendor's proposal. The Division reserves the right to approve/deny sites, have first right of refusal for programming or other activities.

Awarded Vendors may leave a trailer/vehicle at the Pier area, preferably in the overflow lot. The Point is considered a shuttle/drop-off/pick-up area and vehicles/parking cannot last longer than thirty (30) minutes. All Vendor site proposals should include their plan for use and timelines for Division consideration.

7. Is Gordons Pond considered a part of Cape?

For purposes of this RFP, Gordons Pond is included in the Cape Henlopen site.

8. Are there numbers for park visitors at Holts landing we can have?

Fiscal Year*	Cape Henlopen	Trap Pond	Holts Landing
2015	1,313,273	120,295	5,715
2016	1,276,040	116,626	8,592

*At this time, the Division has the past two fiscal years approximate visitor information available.

9. At Trap, is the concessionaire responsible for the parking fees? Do they need to be included in the Drop/Launch service fee?

Awarded Vendors shall not be responsible for paying daily Park entrance fees for participation in the Non-Motorized Water Sport Services, however, it is the expectation of the Division that all visitors to Delaware State Parks pay daily entrance fees, self-registration where applicable or procure an annual pass. The Awarded Vendors shall positively promote the Delaware State Parks Rules and Regulations as part of their daily operations, which include paying required fees as applicable.

10. What are the park fees at Trap?

Trap Pond includes a fee booth and an area for self-registration depending on the location being accessed. Park fees are available for review online at <http://www.destateparks.com/fees/>.

11. The RFP lists that we can put in a Rack at Trap, but there is not much room. Can you explain the purpose of this?

The RFP does not list that a Vendor can place a Rack at Trap Pond. The only site that a Rack may be added in the RFP is the Holts Pond/Jefferson Bridge location. Vendors may include in their proposal any additional storage, equipment or racks that they would like to include at a site. Please be aware that space may be limited and that the Division reserves the right to approve/deny any additional storage, equipment, racks or structures. Any approvals for placement would be the responsibility of the Vendor for installation, permits and cost unless otherwise specified by the Division. Per the RFP, any award associated with capital investment/improvements shall result in the Division’s ownership of all capital improvements executed during the life of the contract at the point of expiration and/or termination.

12. Is there a better way we can see a breakdown of Trap Revenues? Is the pontoon operation including in this breakdown, even though it is a motorized water sport?

The revenue included in this Addendum cannot be broken down further due to coding between the parks. The revenue information included herein represents what we feel is the full scope of gross receipts for the operations. The Pontoon operation at Trap Pond is not included in this information. The Pontoon tours at Trap Pond may continue as Division operated services as part of programing with Delaware State Parks.

13. Is there a way we can get a receipt count (number of receipts) for Trap and Cape?

Receipts are broken out several ways depending on park operations and we cannot accommodate number of receipts for purposes of this RFP at this time.

14. Are the sites ready as-is? Or are there capital investments that need done?

Sites are ready as-is. The RFP lists what is included at each site. Vendor should refer to Holts Landing information included in the RFP to be aware of what is included/allowed at the site. Per the RFP, any award associated with capital investment/improvements shall result in the Division's ownership of all capital improvements executed during the life of the contract at the point of expiration and/or termination.

15. Is there anything that can be done about Holts not having utility services? Just curious as to where the utility hookups can be located?

Per the RFP, utilities and services available at Holts Landing State Park are limited. Vendor shall be solely responsible for installation of utilities and services as required by the Vendor structure plan. Permitting and licensing are the sole responsibility of the Vendor. The Division however, shall not allow any Vendor to dig or install utilities without an approved plan and Division approval. The Division reserves the right to assist the Awarded Vendor with installation of utilities and any construction on State Property in the best interest of the State (this may or may not include assistance with cost). The Division shall allow addition of a mobile concession (portable building or shed) or a permanent structure on the Western side of the main parking area and shall not block view of the water.

16. What are non-seasonal services as referenced page 65, section 4? Do we basically determine the seasonal schedule?

For purposes of this RFP, "peak season" is considered Memorial Day through Labor Day, seven (7) days per week; "non-seasonal periods" are considered May 1st through Memorial Day (weekends only) and the day after Labor Day to October 31st (weekends only). "Non-seasonal periods" are weather permitting; however the Vendor would still be required to receive approval from the Park Management prior to canceling service for the day and receive permission to cancel service.

Vendors are required to submit with their bid proposal their formal schedule of operations. The season schedule listed above is the minimum; Vendors may propose additional operation timelines.

17. Insurance policy amounts: Is it alright to prove current insurance and then guarantee we will meet all state requirements upon renewal (before any business is acted upon within the Cape Henlopen State Park). Business wise it is not a necessity to up the insurance until we are approved of the state contract. Provide me know your thoughts.

As a part of the Contract requirements, the Vendor must obtain at its own cost and expense and keep in force and effect during the term of this Contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. The Division does request as part of the bid submission package that Vendors provide the certificate of insurance, however we do recognize that at the time of proposal, the *term of the Contract is not "in effect"*. If Vendor is not prepared to submit their certificate of insurance with their proposal proving they meet the limits, **then the Division will accept a statement from the Vendor in their proposal acknowledging they will provide insurance as required in the RFP upon Award. Under no circumstances shall a contract be executed with an Awarded Vendor without the full proof of insurance as required in the RFP.**

- 18. ACA certifications. My current guide with ACA certifications has moved out of state. I am currently looking to get personally certified as well as another guide of my company. These certifications are not scheduled until March. Will providing the dates of the classes suffice for now again guaranteeing this will be in place before guided tours take place.**

Per the RFP, Vendor Tour Guides shall be ACA – American Canoe Association (or equivalent) certified during the term of the Contract. The Division has not defined equivalent, however ACA is preferred. Vendors who intend to be certified or feel they have equivalent qualifications/certifications should identify and explain this in their bid proposals. The Division reserves the right to determine what is acceptable.

- 19. Gordons Pond access for kayaking is to be included in the CHSP, correct?**

Yes, Gordons Pond is included as part of the Cape Henlopen site. Vendor proposals shall specify access points or areas they would like to include in their operation.

- 20. What is minimum age of employees allowed for rentals vs. guides? I believe guides must be 18.**

Vendor(s) Tour Guides and Instructors must be eighteen (18) years of age or older. There are no exceptions. Simple rentals may be accomplished by a trained Vendor staff member of sixteen (16) or older.

- 21. Is Trussum Pond included in the Trap Pond RFP including commercial exclusivity?**

Tressum Pond is not included in the Trap Pond RFP.

- 22. Is the "evaluation criteria" (scoring) a separate calculation for each RFP location if bidding on some but not all locations?**

The Proposal Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed in the RFP scoring. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members. The Division shall use a scoring formula to Award sites based on vendor bids to achieve a score for each site bid. Vendor(s) may submit proposals for one, some or all locations. There is no penalty for bidding on some, but not all locations. The Division will award the best suited vendor for each Park site in the best interest of the State of Delaware.

- 23. What is the maximum size sign allowed and where exactly can it be located at the Trap Pond building (old store)?**

The Division does not have a "pre-set" maximum sign size policy. Per the RFP, 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 Vendor. Vendors should include in their proposals their signage logo, size and location requests. The Division is very interested in seeing the marketing strategy for Vendors and we expect fresh and clean looking signage to be part of that package.

- 24. Is there currently an upstream launch site for James Branch and if not is there one planned and what is the time frame for opening?**

There is no upstream launch site for the James Branch Water Trail. There is an undeveloped launch site that the Awarded Vendor may use on Hitch Pond Road at Trap Pond State Park.

25. Was James Branch cleared and able to be paddled this summer (2016) and will the park be responsible for clearing and keeping open James Branch?

The James Branch Water Trail is traditionally cleared once annually by the Trap Pond staff. The Division will clear the trail once annually as staffing, equipment capabilities and permitting from The Division of Fish and Wildlife allows. It is the expectation of the Division that the Awarded Vendor promptly notify the Division of any major obstacles (as such after a large storm) and assist the Division wherever possible in clearing the area to benefit both the Awarded Vendor, the Park and patrons of the trail.

26. Does the ACA certification have to be sport specific? IE; would a kayak guide need to have an ACA or similar certification specifically in kayaking?

Per the RFP, Vendor Tour Guides shall be ACA – American Canoe Association (or equivalent) certified during the term of the Contract. The Division has not defined equivalent, however ACA is preferred. Vendors who intend to be certified or feel they have equivalent qualifications/certifications should identify and explain this in their bid proposals. The Division reserves the right to determine what is acceptable.

27. At Trap Pond does the concessionaire need to provide a motorized rescue boat in addition to the one that the park has and will there be a slip at the dock available for it if so?

Per the RFP, with exception of the Jefferson Bridge site due to limited space and it's designation as a shuttle/drop-off/pick-up area, Vendor shall have a small watercraft available at the operation area at all times in the event of an emergency. The Point at Cape Henlopen is also similar to the Jefferson Bridge site; however the Vendor is required to have a small watercraft available in the main operation area at Cape Henlopen in the event of an emergency. Trap Pond also requires a small watercraft for emergencies. The Division is not specifying what type of watercraft; however it should be totally adequate to accomplish emergency recovery if necessary.

The Division will work with the Vendor to ensure there is a space available for this type of watercraft.

28. How many slips at the Trap Pond dock will be available to the concessionaire?

The Awarded Vendor will have access to all dock spacing with exception to the Division's Pontoon Boat slip and a slip for a Division vessel. At this time, the Division believes there will be 13 row boat slips and 26 paddle boat slips available. The Division reserves the right to coordinate with the Awarded Vendor for programming needs for slips with notice to the Vendor.

29. What is the breakdown of the revenue sheet distributed at the pre-meeting with regards to Trap Pond? Specifically was any portion of the annual 2016 revenue derived from the operation of the pontoon boat?

The revenue included in this Addendum cannot be broken down further due to coding between the parks. The revenue information included herein represents what we feel is the full scope of gross receipts for the operations. The Pontoon operation at Trap Pond is not included in this information. The Pontoon tours at Trap Pond may continue as Division operated services in conjunction with programming with Delaware State Parks.

30. With regards to a structure/building at Holt's Landing is there a maximum size limit?

A portable building/structure no larger than 20' X 12'.

31. Will there be guaranteed space for a kayak rack and a place to park for the temporary launching and landing of paddlers at the Jefferson Bridge (Kent Ave.) site? Guaranteed meaning signed and blocked off. Obviously people don't always abide by signs and it is understood that there is not much that can be done about that.

The Division is allowing Awarded Vendor space for a kayak rack. The Division shall allow the Awarded Vendor to post signage on any approved rack to make a "parking spot" area for Drop-Off and Shuttle activities directly in front of the rack. If no rack is placed by the Vendor, the Division shall work with the Vendor to set up signage for a Drop-Off and Shuttle parking spot. Per the RFP, the Jefferson Bridge site shall only be used for shuttle, drop-off and pick-up of customers. This includes quick set-up of customers with equipment. Vendor customers are not permitted to park at the Jefferson Bridge area and Vendor(s) cannot park longer than thirty (30) minutes at Drop-Off and Shuttle site. As Jefferson Bridge is an intensely utilized location by multiple users, the Vendor must not block access to members of the public. **The Vendor must shuttle customer and all equipment to the site. Trailers and vendor vehicles cannot linger at the Jefferson site longer than thirty (30) minutes for drop-off/pick-up.**

32. At Jefferson Bridge, with parking allowed for only 30 minutes and tours required, we want to confirm that parking for one vehicle would not be allowed for the duration of the tour? (1-2 hours)

Per the RFP, Jefferson Bridge is an access point to the Assawoman Canal and as such is a Drop-Off/Pick-Up/Shuttle service location. This includes quick set-up of customers with equipment. Vendor customers are not permitted to park at the Jefferson Bridge area and Vendor(s) cannot park longer than thirty (30) minutes at Drop-Off and Shuttle site. As Jefferson Bridge is an intensely utilized location by multiple users, the Vendor must not block access to members of the public. **The Vendor must shuttle customer and all equipment to the site. Trailers and vendor vehicles cannot linger at the Jefferson site longer than thirty (30) minutes for drop-off/pick-up.**

33. Do you know approximately what Trap Pond and Cape Henlopen SP did in rental gross receipts last year?

Gross Revenue was addressed in Question #1 of this Addendum.

34. Page 57, Section E. How will user conflict issues be addressed? The motorized community has a long history of launching boats way too big for the Jefferson Bridge venue and many have made it clear they are unwilling to wait for paddle boarders to launch by calling to complain about paddle boarding launching at this venue (claiming the launch is being block when in fact a non-motorized launch was taking place). Some in the local boating community have even made it clear they do not want non-motorized commercial activity at this location at all by vandalizing the vendor's fleet. How can the vendor be assured that these situations will be handled in a fair and neutral manner? The park has a history of siding with the motorized community in situations such as these.

Conflict issues shall be addressed as stated on Page 30, **43. AGENCY RESPONSIBILITIES**. The Division is currently working in partnership with the Delaware Department of Transportation to improve congestion of commercial operations at the Jefferson Bridge site. This RFP is one part of that process to better manage Vendor activity. Signage will be clearly displayed by the Division relating to Commercial activity without a permit and the Division will handle issues on a case-by-case basis.

35. Also on Page 63, section 10d. Must the vendor move out the way in the middle of a launch so a boat has priority? This will cause a non-motorized group to become separated.

For purposes of this RFP, the Awarded Vendor shall not impede public access at any time means that the group and Vendor cannot continually block a public access point. As a group is getting into the water, we do not want anyone separated, however, groups should not have watercraft laying out all over the launch areas and lingering for excessive periods. Instruction (as much as possible) should occur prior to getting near the launch areas and then the group and Vendor should work to be as efficient as possible about getting into the water. Continual blocking of access points will be considered a performance deficiency under the contract and the Vendor should use proper planning that is represented in their Business Plan in their proposal on how this can be managed efficiently.

36. Page 19 Section VI-A. Drop Off/PickUP what if someone calls to complain during drop off / pickup? How will this be handled?

Conflict issues shall be addressed as stated on Page 30, 43. AGENCY RESPONSIBILITIES.

37. Page 63 10b. Will the size of boats launching there be restricted?

The Division has no plans to restrict boat sizes.

38. Page 63 10b. Will boats be permitted to back down the dirt road and block access by leaving boat trailers in the ramp(s)?

The Division does not stipulate launch procedures. The Division is working to improve congestion of commercial operations at the Jefferson Bridge site. This RFP is one part of that process to better manage Vendor activity. Signage will be clearly displayed by the Division relating to Commercial activity without a permit and the Division will handle issues on a case-by-case basis.

39. Will signage be permitted along Kent Ave at the entrance of the venue?

Kent Avenue itself is a main traffic road in the Bethany Beach community and the Division does not manage local/municipal advertising requirements. Regarding the entrance to Guy St. and at the launch area at Jefferson's, the Division is interested in posting signage related to Division management and Commercial use.

40. Page 54 Section O 2-3 5. Will there be DE State Park signage at this location or on Kent Avenue?

Kent Avenue itself is a main traffic road in the Bethany Beach community and the Division does not manage local/municipal advertising requirements. Regarding the entrance to Guy St. and at the launch area at Jefferson's, the Division is interested in posting signage related to Division management and Commercial use.

41. Page 54 Section O 2-3 6. Will the vendor have a mailable, GPS'able address at this location?

The address listed in the RFP can be found on Google Maps. The Division has no intention of allowing a Vendor mailbox, however mail can be accepted for a Vendor at the Park Office for each site.

42. Page 54 Section O 2-3 7. Page 63 10i - Will porta-potties be allowed if paid for by the vendor?

Per the RFP, no restroom services will be available (in any capacity) at the Jefferson's Bridge location due to space constraints.

43. Page 63 10c - Where exactly will kayak racks be permitted?

For purposes of this RFP, the Division is anticipating rack placement on the bank side of the overpass, close to the access point of the water. This is not finalized and the Division reserves the right to have them placed in another space at the site. Size and location of the rack must be approved by the Division in writing prior to any installation.

44. Page 63 10c - Will a secured storage structure for PFDs and paddles be allowed or only racks?

Awarded Vendor shall be allowed to install a Division approved kayak rack at the Jefferson's Bridge access site. No other storage is allowed due to space constraints at the site.

45. Page 62 10 a & Page 63 10B - What if a portion of the party wants to bring their own gear, can they park there?

Per the RFP, the Vendor must shuttle customer and all equipment to the site. This includes the whole party. Vendor customers are not permitted to park at the Jefferson Bridge area and Vendor(s) cannot park longer than thirty (30) minutes at Drop-Off and Shuttle site.

46. Will special use permits for drop off be granted to any other vendor(s)? How can exclusivity be enforced if the park does not own the entire area?

Per the RFP, Daily Commercial use of the Jefferson Bridge access location shall be limited to the Awarded Vendor and Division use as specified in the RFP. Public access to this site shall be allowed during business hours unless otherwise specified by the Division. Awarded Vendor shall have exclusivity for Commercial Non-Motorized Watersports at this site with exception to Division programming and events, the general public's use and special activity permitting. No outfitters or other commercial business shall operate in this area other than the Vendor for normal daily operations without express permission from the Division. The Division is currently working in partnership with the Delaware Department of Transportation to improve congestion of commercial operations at the Jefferson Bridge site. This RFP is one part of that process to better manage Vendor activity.

47. Page 63 10 H. What is to stop Sea Colony from leasing equipment?

The Division has no stance on the amenities offered by other communities or companies on their own property.

48. Page 63 10c - What is the exact square footage of the area?

10c refers to the Division approved kayak rack. It is unclear the exact question here if this is for square footage of the kayak rack. The Division will work with the Awarded Vendor on size and location of the rack based on their proposal and our determination of final location.

49. Page 63 10c - Will any trees be cleared? If not, can trees be cleared along the canal along the edge of the vendor area so that the vendor is not competing for the same boat launch as motorized traffic?

10c refers to the Division approved kayak rack. The Division will work with the Awarded Vendor on size and location of the rack based on their proposal and our determination of final location. Major clearing of trees is not likely, however the Division will ensure that the rack is accessible and parking can occur in front or near it for Vendor activity as stated in the RFP.

50. Where will vendor employees park Page 54 section M?

Trailers and vendor vehicles cannot park at the Jefferson site longer than thirty (30) minutes for drop-off/pick-up. The Division shall allow the Awarded Vendor to post signage on any approved rack to make a “parking spot” area for Drop-Off and Shuttle activities directly in front of the rack. If no rack is placed by the Vendor, the Division shall work with the Vendor to set up signage for a Drop-Off and Shuttle parking spot.

Parking at other sites listed in the RFP for the Vendor and their employees will be assigned by the Park Superintendent.

51. Will the park spray the area for ticks Page 59 S-4?

At each site listed in the RFP, the Division lists provided services. Tick and mosquito control is not included. Vendors acknowledge by submission of their bid proposal that they are an outdoor recreational business and as such, ticks are part of the summer wildlife environment. The Division recommends that the Awarded Vendor(s) inform their customers of all outdoor nuisances and that customers utilize tick and mosquito repellent at their discretion.

52. What happens if the venue becomes unusable due to storms or flooding Page59 S1, Page 24 Section 18.?

Per the RFP, the Division reserves the right to enlarge, close and/or reduce the size of any designated Park location(s) for the purposes of improvement, repair, construction or any other legitimate purpose. It is understood that any of the above actions shall not entitle Vendor to any reduction or suspension of the Contract or fees unless otherwise approved by the Division. Also, neither the Vendor nor the Division 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.

The Division will notify the Awarded Vendor of any closures and plans for the site based on the situation.

53. What if a tree falls and blocks the navigable path in the canal? Who is responsible for cleanup and what is the acceptable timeframe of this being completed so the vendor’s business is not impacted negatively? Page59 S1

Numerous waterways are cleared throughout the year by Park staff and volunteers. The Division will continue to clear waterways as staffing, equipment capabilities and permitting with the Division of Fish and Wild Life allows. It is the expectation of the Division that the Awarded Vendor promptly notify the Division of any major obstacles (as such after a large storm) and assist the Division wherever possible in clearing the area to benefit both the Awarded Vendor, the Park and patrons of the trail.

54. Will DNREC enforce no dumping of fish/hunting debris? This has been an issue in the past at this venue. Page 59 S4

The Division supports good environmental stewardship. To report fishing violations, please contact: 1-800-523-3336.

55. Will the sale of accessories and snacks be permitted at Jefferson bridge location from the shuttle van? Page 62 10A

No. Per the RFP, the Jefferson Bridge site shall only be used for shuttle, drop-off and pick-up of customers. This includes quick set-up of customers with equipment. Vendor customers are not permitted to park at the Jefferson Bridge area and Vendor(s) cannot park longer than thirty (30) minutes at Drop-Off and Shuttle site.

56. Sea Colony has had theft from their racks. Does the site have access to electricity and phone lines for security? Page 63 10c.

This Contract provides for Vendor *access* at the Jefferson Bridge site. Utilities are not included. All racks should have secure locks and be in good working order at all times. The Division shall not be responsible for loss or damage of the rack or any equipment during the term of the contract.

57. Is HOLT's the sole, intended shuttle pickup/drop location to be used in conjunction with Jefferson Bridge so the park can collect parking fees? Page 6 Section C

Holts Landing State Park is included in this RFP to bring non-motorized water sport recreational activities to the park. Awarded Vendors can operate out of several locations; however the Awarded Vendor at any of the park locations must have an operational presence and meet the terms and conditions of the RFP for providing services. All revenue related to park locations included in this Contract shall be reported per the terms and conditions of the RFP.

58. Will there be a parking fee at Jefferson Bridge? If so, what will the fee be Page 52 C2.?

If fee collection is added to the Jefferson Bridge site, the Awarded Vendor will be notified. Fees for Delaware State Parks can be accessed online at <http://www.destateparks.com/fees/>.

59. Will the park consider an RFP for Jefferson Bridge without Holts? Page 60 Section A1.

No. The Division has no intention of doing a separate RFP for Jefferson Bridge without Holts.

60. Are there any plans to expand the parking area at Jefferson Bridge? Page 63 Section 10b.

No. The Division has no current parking expansion project plans at that site.

61. How will this venue be impacted, if at all, when the bike path is extended? Page 62 Section 10.

At this time, there is only a concept for a trail at that site. When designed and implemented, the Division will follow standard outreach with the community in regards to impacts.

62. Page 61, Section 1j. Can the vendor offer self-serve rentals or is it the expectation of the division that all use is guided?

It is the expectation of the Division that the Awarded Vendor offer rental and tour services.

63. Page 60 Sec. II A1 - The predominant winds blow off shore at Holt's in the summer. What is the park's position on the safety and viability of this venue for sailing and non-motorized watersports?

Holts Landing State Park has a rich history as a small bayside park that offers fishing, boating, and non-motorized water sports. Per the RFP, Vendors shall promote safety in all activities. Vendor shall have all customers sign a safety and informational waiver noting the inherent risks of Non-Motorized Water Sports and safety precautions/procedures. The Division shall approve any waivers prior to use.

64. Page 60 Sec. II Section A - With the addition of the dual lane boat/jetski ramp at Holt's Landing, does the park have any safety concerns comingling novice non-motorized and motorized watercraft at this venue; especially in off shore winds?

Holts Landing State Park has a rich history as a small bayside park that offers fishing, boating, and non-motorized water sports. The purpose of this RFP is to add managed Vendor services for the benefit of the general public. Per the RFP, Vendors shall promote safety in all activities. Vendor shall have all customers sign a safety and informational waiver noting the inherent risks of Non-Motorized Water Sports and safety precautions/procedures. The Division shall approve any waivers prior to use.

65. Page 60 Sec. II Section A - At the Paddle Second Chance race in 2014, numerous paddlers cut their feet on sharp rocks or shells trying to exit the waterway in a storm and these paddlers required paramedic / medical attention. Will the location of these objects be identified so the objects can be removed to prevent future injuries?

Tidal waters often result in objects washing ashore or moving below the water's surface. This is a natural occurrence. It is the expectation of the Division that the Awarded Vendor promptly notify the Division of any major obstacles (as such after a large storm) or safety concerns so park management can determine if it can be resolved. Per the RFP, Vendors shall promote safety in all activities. Vendor shall have all customers sign a safety and informational waiver noting the inherent risks of Non-Motorized Water Sports and safety precautions/procedures. The Division shall approve any waivers prior to use.

66. Are there any park entrance fee increases planned during the term of the contract?

The Division has no planned fee increases at this time, however if fee's are increased, the Division will follow standard outreach with the community.

67. Will other outfitters be allowed to launch at this venue or drop gear off for use via a Special Use permit? What about during special events? Page 61 section 4.

Per the RFP, no outfitters or other commercial business shall operate in these areas other than the Vendor for normal daily operations without express permission by the Division. The Division reserves the right to operate Park Programing, to include non-motorized sports, tours and interpretation programs. In addition, the Division also reserves the right to schedule events that may include non-motorized sports. For all instances, the Vendor shall be notified by the Division of all activities. If the Division authorizes limited outfitter activity in any of the sites, the Awarded Vendor shall be notified prior to activity.

68. What type of storage structure(s) will be permitted and exactly where can it be placed? Page 61 #2. What are the dimensions allowed?

The Division shall allow addition of a mobile concession (portable building or shed) or a permanent structure on the Western side of the main parking area and shall not block view of the water. The size of any building or structure shall not exceed 20' x 12'.

69. HOLTs in the past has been infested with ticks. Are there any plans to spray for ticks each season? Page 59 section 4.

At each site listed in the RFP, the Division lists provided services. Tick and mosquito control is not included. Vendors acknowledge by submission of their bid proposal that they are an outdoor recreational business and as such, ticks are part of the summer wildlife environment. The Division recommends that the Awarded Vendor(s) inform their customers of all outdoor nuisances and that customers utilize tick and mosquito repellent at their discretion.

70. Is a storage structure(s) required at this location? If not, is the secured storage area available for use to store gear - trailers? Page 61 - #2.

Per the RFP, no buildings, storage units or equipment (such as watercraft) shall be furnished by the Division at Holts Landing. Vendors may submit proposals that contain a plan and proposal to install a mobile concession (portable building or shed) or a permanent structure building at Holts Landing State Park; the Division shall provide a credit of up to \$5,000.00 in one-time contract fees for any mobile (portable building or shed) or permanent structure installations. Vendors should include in their proposal how they intend to utilize any mobile concession or permanent structure building.

71. Will the vendor have a mailable, GPSable address at this location? Page 62 #7.

The address listed in the RFP can be found on Google Maps. The Division has no intention of allowing a Vendor mailbox, however mail can be accepted for a Vendor at the Park Office for each site.

72. What is the average number of visitors at Holt's each season? How can this accurately be measured if this park has not been regularly staffed by park employees? Page 60 Sec. II, A.

Please see the response to Question #8 for visitor information. The Division uses several data platforms for calculating average number of visitors which include (but are not limited to) fees collected and reservations.

73. Is a motorized rescue vessel allowed and if so, where can it be staged for quick access? Page 58 – 13K.

Per the RFP, with exception of the Jefferson Bridge site due to limited space and its designation as a shuttle/drop-off/pick-up area, Vendor shall have a small watercraft available at the operation area at all times in the event of an emergency.

74. Page 54 Section O. Does the Division have plans to move the existing Kayak Launch sign as it's currently placed in a location that does not allow access to the Indian River Bay?

The Division has had no discussions regarding moving park signage; however we are glad to discuss signage with the Awarded Vendor.

75. Page 60 Sec II, A1 - Will the area to the right of the Boat Ramp be accessible to non-motorized as an alternative location if the primary location becomes unusable for any reason? This past spring the

western path was a quagmire / slippery and mucky due to rain and dredging equipment. Is there any more dredging planned at this venue?

Vendor should include in their proposal any launching areas they would like to utilize. The Awarded Vendor shall be awarded the entirety of the park; therefore there are several launch options available. The Division reserves the right to approve/deny launch locations. Dredging will occur as required by the Division.

76. Page 59 S4 - Will the park spread sand if the path becomes slippery/unsafe in the case of rainy conditions?

No. Per the RFP, Division provided services are listed. Sand is not included.

77. Page 63 Section B - Will you please provide a 3-5 year history of revenue for non-motorized watercraft at this location? Can you please break down your financials by kayak, paddleboard and other? Can you please provide units and dollars?

Gross Revenue was addressed in Question #1 of this Addendum. Receipts are broken out several ways depending on park operations and we cannot accommodate number of receipts for purposes of this RFP at this time.

78. Page 63 Section B - What is the average number of visitors at Cape each season?

Please see the response to Question #8 for visitor information.

79. Page 64 Section B1 - The predominant winds blow off shore at Cape in the summer and on an outgoing tide, it can become unsafe. What is the park's position on the safety and viability of this venue for sailing and non-motorized watersports?

Cape Henlopen State Park is a very popular park for recreational activities such as fishing, boating, and non-motorized water sports. Per the RFP, Vendors shall promote safety in all activities. Vendor shall have all customers sign a safety and informational waiver noting the inherent risks of Non-Motorized Water Sports and safety precautions/procedures. The Division shall approve any waivers prior to use.

80. Page 65 Section 8d – What have the average utilities costs been over the last 3 years? Month by Month?

The information is not available as the State does not pay separate utilities for that site. The Division does estimate that with the simplicity of the building set-up that utilities are not likely to be excessive for an Awarded Vendor.

81. Page 65 Section 4 - Are there any park entrance fee increases planned during the term of the contract?

The Division has no planned fee increases at this time, however if fee's are increased, the Division will follow standard outreach with the community.

82. Page 65 Section 3 - Will other outfitters be allowed to launch at this venue or drop gear off for use via a Special Use permit for special events/summer camp groups as requested by the Summer Camp?

Per the RFP, no outfitters or other commercial business shall operate in these areas other than the Vendor for normal daily operations without express permission by the Division. The Division reserves the right to operate Park Programming, to include non-motorized sports, tours and interpretation programs. In addition, the Division also reserves the right to schedule events that may include non-motorized sports. For all instances, the Vendor shall be notified by the Division of all activities. If the Division authorizes limited outfitter activity in any of the sites, the Awarded Vendor shall be notified prior to activity.

83. Can gear be stored near the dune during the business day so it doesn't have to be transported back and forth with every rental? Page 65 8c.

The question is not descriptive enough for the Division to provide a response. Vendor should include in their proposal their operations plan. Please note that dunes are protected by law and access is strictly limited to designated crossings.

84. What are the dimensions of the existing shed? How many paddle boards fit in the storage shed? Page 65 8c.

The shed is approximately 19.5' x 11.5', not including the porch area which is 8'. The Division cannot respond regarding how many paddle boards fit in the shed as different sizes and different types of equipment ranges in size.

85. Page 59, Section S4. On a prior visit to the restroom at Cape, we saw a large snake just outside the kayak shack. Will the division check for any nests at this venue and be responsible for any ongoing extermination?

At each site listed in the RFP, the Division lists provided services. Snake control is not included. Vendors acknowledge by submission of their bid proposal that they are an outdoor recreational business and as such, snakes are part of the summer wildlife environment. The Division recommends that the Awarded Vendor(s) inform their customers of all outdoor nuisances.

86. Page 65 #6 - Is the address mailable for the vendor and GPSable??

The address listed in the RFP can be found on Google Maps. The Division has no intention of allowing a Vendor mailbox, however mail can be accepted for a Vendor at the Park Office for each site.

87. Page 59, Section S1. What is the vendor to do if the park closes due to full parking and the vendor has customer reservations? How will the vendor's customers get into the park? What is the average number of times in the last three years that Cape has been closed due to the parking situation being max'ed out.

The Division will work with the Awarded Vendor as much as possible to accommodate access to the park; however the Division cannot guarantee access during peak volume timeframes. Vendors are encouraged to clearly communicate with customers about parking and access limitations so they can plan accordingly. The Division does not have the closure numbers requested, however it is estimated that every Saturday and Sunday in July and August (weather permitting), the park closes due to high volumes.

88. Page 59, Section S1. Are there any more planned closures of the fishing pier during the term of the contract that would negatively impact traffic and hurt a vendor's business (i.e. like the recent impact to the bait and tackle shop)?

At this time, there is no planned closure; however the Division reserves the right to enlarge, close and/or reduce the size of any designated Park location(s) for the purposes of improvement, repair, construction or any other legitimate purpose. It is understood that any of the above actions shall not entitle Vendor to any reduction or suspension of the Contract or fees unless otherwise approved by the Division.

89. Can the vendor stage/store a motorized rescue vessel on site? Page 58 – 13K.

The Division will work with the Awarded Vendor as much as possible to accommodate staging and storage requests. It is the requirement for the Vendor to have a small watercraft available at the operation area at all times in the event of an emergency. Vendors should be prepared to have all options for providing this requirement covered, up to and including bringing the watercraft in daily if necessary.

90. Page 63 Section B - Have you tracked and will you share any consumer feedback on this venue from your rental history?

The Division captures data through campground services; however we do not collect feedback at this time for just general public use of boat rental.

91. Page 64 Section 1. If it's too windy to operate at Cape, what alternate sheltered venues nearby will be offered so a vendor doesn't have to turn business away?

Vendors acknowledge by submission of their bid proposal that they are an outdoor recreational business specializing in Non-Motorized Water Sports. Vendors understand that weather is part of their daily operation. Per the RFP, Vendors shall promote safety in all activities. Vendor shall have all customers sign a safety and informational waiver noting the inherent risks of Non-Motorized Water Sports and safety precautions/procedures. The Division shall approve any waivers prior to use. If it is unsafe to operate, Vendor is required to promptly contact the Park Management prior to canceling service for the day and receive permission to cancel service. The Division is not responsible for finding alternate venues.

92. Page 66 Section II, C. 1. Will you please provide a 3-5 year history of revenue for non-motorized watercraft at this location? Can you please break down your financials by kayak, paddleboard, paddle boat and other? Can you please provide units and dollars? Page 66 Section C.

Gross revenue information is provided in question #1. The revenue included in this Addendum cannot be broken down further due to coding between the parks. The revenue information included herein represents what we feel is the full scope of gross receipts for the operations. The Pontoon operation at Trap Pond is not included in this information. The Pontoon tours at Trap Pond may continue as Division operated operation part of programming with Delaware State Parks.

93. What is the average number of visitors at Trap Pond each season? Page 66 Section C.

Please see the response to Question #8 for visitor information.

94. How does the park rental concession currently handle the blue/green algae that show up each summer in the July/August timeframe? Page 66 Section C.

Awarded Vendor acknowledges that Trap Pond State Park experiences periodic blue-green algae in its waters and advisories will be instituted by the Park to notify patrons. Awarded Vendor shall ensure that no customers are swimming in the water during any advisory periods.

95. Does the park have any concerns regarding the health of paddle boarders during times of blue/green algae bloom? Page 66 Section C.

Awarded Vendor acknowledges that Trap Pond State Park experiences periodic blue-green algae in its waters and advisories will be instituted by the Park to notify patrons. Awarded Vendor shall ensure that no customers are swimming in the water during any advisory periods.

96. Will other outfitters be allowed to launch at this venue or drop gear off for use via a Special Use permit? Page 67 #3.

Per the RFP, no outfitters or other commercial business shall operate in these areas other than the Vendor for normal daily operations without express permission by the Division. The Division reserves the right to operate Park Programming, to include non-motorized sports, tours and interpretation programs. In addition, the Division also reserves the right to schedule events that may include non-motorized sports. For all instances, the Vendor shall be notified by the Division of all activities. If the Division authorizes limited outfitter activity in any of the sites, the Awarded Vendor shall be notified prior to activity.

97. Page 67, 1j. James Branch becomes impassable. What is the division's responsibility for keeping this path clear?

The Division will clear the trail once annually as staffing, equipment capabilities and permitting from the Division of Fish and Wildlife allows. It is the expectation of the Division that the Awarded Vendor promptly notify the Division of any major obstacles (as such after a large storm) and assist the Division wherever possible in clearing the area to benefit both the Awarded Vendor, the Park and patrons of the trail.

98. Page 68 12g. What have utilities fees been for this location over the past 3 years? Month by Month?

The information is not available as the State does not pay separate utilities for that site. The Division does estimate that with the simplicity of the building set-up that utilities are not likely to be excessive for an Awarded Vendor.

99. Page 66 C1 - The current rental fees at this venue are less than ½ of the industry standard in some cases. Is this all the park feels can be charged in this market? Is it the expectation of the vendor to charge only \$8 for a SUP rental, \$9 for a single and \$11 for a tandem kayak? <http://www.destateparks.com/park/trap-pond/activities/boating.asp>

Part of the Division's mission is to provide recreational opportunities and educational and interpretive programs for the public. The Division sets pricing reflective of providing opportunities for people with different incomes. Vendor's should provide pricing that adequately and accurately reflects their business plan, while ensuring promotion of recreational opportunities for visitors at Delaware State Parks.

100. Page 66 Section C - Are there any planned park entrance fee increases planned for this venue during the term of the contract?

The Division has no planned fee increases at this time, however if fee's are increased, the Division will follow standard outreach with the community.

101. Page 68 #12 a –b what are the exact dimensions of the existing structures?

The park has provided the following approximate information:

- Boat Rental – 25' x 27'
- Satellite Building – 35' x 15'; does not include porch area

Vendor may make an appointment prior to the bid due date to go out and do formal measurements if needed. No bid discussions are allowed at that time.

102. Page 58 – 13K. Is the park's motorized boat available in case of emergency or can the vendor stage/store a motorized option in the water at the dock?

Per the RFP, Vendor shall have a small watercraft available at the operation area at all times in the event of an emergency. The Division is not specifying what type of watercraft; however it should be totally adequate to accomplish emergency recovery if necessary.

The Division will work with the Vendor to ensure there is a space available for this type of watercraft.

103. Will the vendor have a mailable, address at this location? Is the address provided on Page 10 #10 GPSable?

The address listed in the RFP can be found on Google Maps. The Division has no intention of allowing a Vendor mailbox, however mail can be accepted for a Vendor at the Park Office for each site.

104. Have you tracked and will you share any consumer feedback on this venue from your rental history? Page 66 Section C.

The Division captures data through campground services; however we do not collect feedback at this time for just general public use of boat rental.

105. Do you have a listing of planned events at this venue for the term of the contract? Page 67 #2.

No. The Awarded Vendor is encouraged to work with the Park Management on upcoming events in an effort to capture potential marketing and revenue opportunities.

106. Page 54 Section O. Will vendors' information and services be marketed by the division? If so by what means, specifically?

Potentially, depending on the Vendor's marketing and promotional plan. Vendor(s) are encouraged to work with the Division of Parks and Recreation on a marketing and promotion plan for each calendar year, beginning summer season, 2017. 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. Copies of the publications promoting Non-Motorized Water Sport Services at each State Park location shall be made available to the Park Management for distribution.

107. Page 11, Section Y - What systems do you have in place to protect the confidential/proprietary data vendors provide? How can a vendor be assured that your systems and processes are secured in this world of hacking of government systems? During the evaluation process and afterwards?

Per the RFP section reference in this question, Confidentiality pertaining to the bid process is clearly addressed. Vendors submitting confidential information should follow the instructions provided to ensure secure handling of Vendor information. The State of Delaware Department of Technology and Information

provides for security, disaster recovery and continuity of Government. They provide for cyber security for all three branches of government and the entire K-12 public and charter school network.

108. Page 6 Section 6. Once awarded, who will be the Point of Contact for each location?

After award, Awarded vendor(s) will be notified of key personnel as they relate to the contract and individual parks.

109. Page 27, Section 31 – Termination of Contract. Please define the vendor’s right to terminate if the division fails to fulfill it’s obligation in a timely and proper manner.

This contract allows for termination by the Division. Any disputes the Vendor has under this contract shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware.

110. Page 23 Section 17 – Indemnification. Is the vendor held harmless in the event of a lawsuit against the state park if the division is conducting their own programs at a vendor’s venue and there is injury, loss of life or some other cause for a lawsuit? Will the vendor be listed as additional insured on the division’s insurance policy?

The State of Delaware shall not indemnify the Awarded Vendor as part of this Contract. The State of Delaware shall not insure or list a Vendor as an additional insured as part of this Contract. By submitting a proposal, the proposing Vendor agrees that in the event it is awarded a Contract, 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 of 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.