

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
OVERSEE FARM MANAGEMENT
ISSUED BY DIVISION OF PARKS AND RECREATION
CONTRACT NUMBER NAT16007_OVERSEE FARM MANAGEMENT**

I. Overview

The State of Delaware, Department of Natural Resources and Environmental Control, Division of Parks and Recreation (the “**Division**”), seeks professional services from interested parties (hereinafter referred to as the “**Partner(s)**”) to provide: (i) business concepts for developing and potential restoration, rehabilitation or reconstruction of the Farm House and outbuildings; (ii) ongoing management, upkeep and maintenance of the property; (iii) continuing the preservation and land use in accordance with the State’s guidelines for historic building restoration; and (iv) providing a business plan for the management and operation of the Oversee Farm, consisting of 123 acres located at 1499 Snuff Mill Road, Wilmington, DE 19807, which is adjacent to the 200-acre Auburn Heights Preserve and soon to be Yorklyn Village development, resulting in a long-term business Partnership with the State of Delaware.

This Request For Proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

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

Public Notice (RFP Available to Vendors)	Date: <u>May 13, 2016</u>
Mandatory Pre-bid Conference, Site Visit (Site visit is not mandatory but is recommended)	Date: <u>May 26, 2016</u>
Deadline for Written Questions	Date: <u>June 9, 2016</u>
Response to Written Questions Posted by:	Date: <u>June 21, 2016</u>
Deadline for Receipt of Proposals	Date: <u>July 13, 2016</u> at 1:00 PM (Local Time)
Public Proposal Opening	Date: <u>July 13, 2016</u> at 1:00 PM (Local Time)
Partner Presentations	Date: To Be Determined, Partners will be notified
Notification of Contract Award	Will occur ninety (90) days after bid opening

Each proposal must be accompanied by a cover letter which briefly summarizes the proposing Partner’s interest in providing the required professional services. The cover letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on **Attachment 3**).

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PREBID MEETING

A mandatory pre-bid meeting has been scheduled for **May 26, 2016, at 1:00 p.m. at the Auburn Heights Preserve** located at **3000 Creek Road, Box 36, Yorklyn, DE 19736**. In addition, the Oversee Farm House located at 1499 Snuff Mill Road, Wilmington, DE 19807 will be open for Partners to tour the property.

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The Pre-Bid is a mandatory meeting. If a Partner does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

II. Scope of Services

Any business or technical requirements for this RFP are stated in **Appendix A** (the “Scope of Work”). Partners must provide a detailed Revenue Projection and Cost Analysis on the excel spreadsheet, **Appendix B**. **Appendix C** provides the Public Works specifications, for clarification and additional information. The Oversee property conservation easement is available for Partner review as provided in **Appendix D**. **Appendix E** is a map of Auburn Heights Preserve, which includes the Oversee Farm. **Appendix F** provides a link to view photographs of the Oversee property and **Appendix G** is a Trail Map.

III. Required Information

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

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the Scope of Work.

Prior to the execution of an award document, the successful Partner shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Partners shall provide responses to the Request for Proposal (RFP) Scope of Work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete **Attachment 12**, minimum mandatory submission requirements checklist that includes the following attachments and forms as identified within the RFP and are required with proposal submission:

- One (1) complete signed and notarized copy of the Non-Collusion agreement
- One (1) completed RFP Exception form – please check box if no information. Form must be included
- One (1) completed Business Reference form
- One (1) complete and signed copy of the Subcontractor Information Form for each subcontractor
- One (1) complete Employing Delawareans Report

4. Partners shall provide a business plan that concisely describes what Partner’s business is and how that business will benefit the Oversee property, including Partner’s unique success factors (3-5 reasons why you are successful). In addition, the business plan should include the following:

- a. Company Overview (list successes your company has achieved);
- b. Industry Analysis (detail the market in which you are competing, how large it is, and what trends are affecting it);
- c. Customer Analysis (what customers do you target);

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- d. Financial plan (revenue/sales forecast, expenses, projected profit/loss statement, balance sheet, cash flows);
 - e. The executive and project teams;
 - f. A description of your services to be provided under this RFP; and
 - g. The strategy and project execution plan (technology, milestones, equipment, location, facilities); and (vii) projected timeline.
5. For multi-partner solutions, a Joint Venture or Business Association Agreement clearly describing the responsibilities of the partners, if applicable.

B. General Evaluation Requirements

- 1. How components of the business plan compliments / integrates / energizes the other pieces of the Auburn Heights Master Plan
- 2. Reduction of Park operations and maintenance and ongoing obligations to park for Oversee property
- 3. Experience and Reputation
- 4. Expertise in Historic building restoration and project management
- 5. Capacity to meet requirements (size, financial condition, etc.)
- 6. Location (geographical)
- 7. Demonstrated capabilities
- 8. Familiarity with public work and its requirements
- 9. Distribution of work to individuals and firms or economic considerations
- 10. Other criteria necessary for a quality cost-effective project

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov. Paper copies of this RFP will not be available.

3. Assistance to Partners with a Disability

Partners with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten (10) days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

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

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State of Delaware/DNREC
Division of Parks and Recreation/NAT16007_Oversee Farm Management
Attn: Susan Risbon
89 Kings Highway
Dover, DE 19901

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

5. Consultants and Legal Counsel

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

6. Contact with State Employees

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

7. Organizations Ineligible to Bid

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

8. Exclusions

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

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

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perception of loss of integrity in the contract or undue negative publicity, including suspension or debarment by another governmental entity for cause.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with **four (4) paper copies** and **two (2) electronic copies** on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file, including detailed Revenue Projections and Cost Analysis, from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM (Local Time) on July 13, 2016**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

State of Delaware/DNREC
Division of Parks and Recreation/NAT16007_Oversee Farm Management
Attn: Susan Risbon
89 Kings Highway
Dover, DE 19901

Partners are directed to clearly print “PROPOSAL ENCLOSED” and “CONTRACT NO. NAT16007_Oversee Farm Management” on the outside of the proposal submission package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing Partner bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

3. Proposal Modifications

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

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4. Proposal Costs and Expenses

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

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the Partner for one (1) year from the bid proposal due date. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

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

7. Proposal Opening

The Division of Parks and Recreation will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Partner.

The Agency will conduct a public opening of proposals and complete a public log of the names of all Partner organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

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

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

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11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the Partner's proposal will be treated as confidential during the evaluation process. As such, Partner proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any Partner's information to a competing Partner prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq.](#) ("FOIA"). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected Partner proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the Partner community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a Partner feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the Partner's confidential business information may be lost.

In order to allow the State to assess its ability to protect a Partner's confidential business information, Partners will be permitted to designate appropriate portions of their proposal as confidential business information.

Partner(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "**Confidential Business Information**" and include the specific RFP number. The envelope must contain a letter from the Partner's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A Partner's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any Partner designation as set forth in this section. Any Partner submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Partner(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Price Not Confidential

Partners shall be advised that as a publically bid contract, no Partner shall retain the right to declare their pricing confidential.

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13. Multi-Partner Solutions (Joint Ventures)

Multi-Partner solutions (the “Joint Ventures”) will be allowed only if one of the venture partners is designated as the “**Prime Partner**”. The “**Prime Partner**” must be the Joint Venture’s primary contact point for the State of Delaware and be responsible for the Joint Venture’s performance under the contract, including all project management, legal and financial responsibility for the management, operation and restoration of the Oversee Farm project. If a Joint Venture is proposed, a copy of the Joint Venture or Business Association Agreement, clearly describing the responsibilities of the partners, must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Partner of responsibility for the professional and technical accuracy and adequacy of the work. Further, the Prime Partner shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its Joint Ventures, or its subcontractor(s).

Multi-Partner proposals must be a consolidated response with all cost included in the cost summary (**Appendix B**). Where necessary, RFP response pages are to be duplicated for each Partner.

a. Primary Partner

The State of Delaware expects to negotiate and contract with only one Prime Partner. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from Partners who are co-bidding on this RFP. The Prime Partner will be responsible for the management of all Joint Ventures or its subcontractor(s).

Any contract that may result from this RFP shall specify that the Prime Partner is solely responsible for fulfillment of any contract with the State as a result of this procurement. Payments to any Joint Venture or subcontractors are the sole responsibility of the Prime Partner (the awarded Partner).

Notwithstanding the foregoing, nothing in this subsection shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Sub-contracting

The Prime Partner selected shall be solely responsible for contractual performance and management of all subcontract relationships. The awarded contract allows subcontracting assignments; however, the Prime Partner assumes all responsibility for work quality, service deliverables, restoration, operations, maintenance and any other supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal and subcontractors must be identified by name. **The Prime Partner shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any subcontractors must be approved by State of Delaware and must be submitted on **Attachment 6** included in this RFP.

c. Multiple Proposals

A Primary Partner may not participate in more than one proposal in any form. Sub-contracting partners may participate in multiple Joint Venture proposals.

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14. Discrepancies and Omissions

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

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written questions with regard to the interpretation of this solicitation for the Oversee Farm Restoration program, including any clarification to the specifications of this RFP. All questions shall be received no later than **June 9, 2016**. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **June 21, 2016**. Partner names will be removed from questions in the responses released. **ALL QUESTIONS MUST BE SUBMITTED IN THE FOLLOWING FORMAT.** Deviations from this format will not be accepted. Oral explanations or instructions will not be binding.

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

- b.** All questions or other communications about this RFP shall be made in writing to the person(s) listed below. Communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the Partner. Partners should rely only on written statements issued by the RFP Designated Contact(s).

State of Delaware/DNREC
Division of Parks and Recreation/NAT16007_Oversee Farm Management
Attn: Susan Risbon
89 Kings Highway
Dover, DE 19901

To ensure that written questions are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable. Please submit questions to susan.risbon@state.de.us. Other forms of delivery, such as postal and courier services can also be used.

15. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or Partner's response, to sit and act as sole judge of

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the merit and qualifications of each proposal offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

16. State's Right to Cancel Solicitation

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

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

17. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more Partners if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

18. Potential Contract Overlap

Partners shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all proposals in whole or in part, to make partial awards, to award to multiple Partners during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

19. Notification of Withdrawal of Proposal

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

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

20. Revisions to the RFP

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

21. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on **Attachment 3**. Acceptance of exceptions is within the sole discretion of the Proposal Evaluation Team.

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22. Award of Contract

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

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

a. RFP Award Notifications

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

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

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

After a final selection is made, the successful Partner(s) will be invited to negotiate a contract with the State of Delaware; remaining Partners will be notified in writing of their selection status.

23. Cooperatives

Partners, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

C. RFP Evaluation Process

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware, Division of Parks and Recreation. The Division will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

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

1. Proposal Evaluation Team

The Proposal Evaluation Team shall determine which Partners meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981](#) and [6982](#). The Proposal Evaluation Team may negotiate with one or more Partners during the same period and may, at its discretion, terminate negotiations with any or all Partners. The Proposal Evaluation Team shall make a recommendation and the

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Division shall award a contract to the successful Partner(s) in the best interests of the State of Delaware.

2. Proposal Selection Criteria

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

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

The Proposal Evaluation Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all Partners during the contract review and negotiation.
- Negotiate any aspect of the proposal with any Partner and negotiate with more than one Partner at the same time.
- Select more than one Partner pursuant to 29 *Del. C.* §[6986](#). Such selection will be based on the following criteria:
 - Brief history of the organization, accreditation status, if applicable and a complete business plan.
 - Partner capabilities in design, development and delivery of similar services, including management and operation of a historic building and successful business acumen.
 - Financial information (balance sheets and income statements) for the past three years **and/or** Dun & Bradstreet report.
 - Business Plan, including strategic goals and objectives beneficial to the State
 - Project Management experience
 - Capital investment, improvements, projected State revenue
 - Pricing (Financial reward / reduction of operating cost to the State of Delaware)
 - Ability to submit a Proposal Bond.
 - Ability to meet the terms and conditions of this RFP, including project timeline.

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3. Criteria Weight

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

	Criteria	Weight Percentage	Points
1.	How will Partner's business plan and proposal compliment and promote the overall Auburn Heights Master Plan; Partners overall submitted plan (includes development, Construction, Timeline, ROI, maintenance and operations); Partners Safety Performance Record and Formal Presentations	15%	60
2.	Background, experience and references (e.g. past performance on similar ventures) managing, operating similar facilities	25%	100
3.	Background and experience building, constructing and maintaining historic site; industry knowledge	20%	60
4.	Financial health and stability, past performance, financials/Dun & Bradstreet report.	20%	80
5.	Financial reward /reduction of operational cost to the State of Delaware	20%	60
Total		100%	400

Partners are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. The Evaluation Team will not be able to make assumptions about a Partner's capabilities so the responding Partner should be detailed in their proposal responses.

4. Proposal Clarification

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

5. References

The Proposal Evaluation Team may contact any customer of the Partner, whether or not included in the Partner's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing Partner venues or organizations, which may or may not include personnel, where Partner has made significant capital improvements or other related investment. If the Partner is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

6. Oral Presentations

After initial scoring and a determination that Partner(s) are qualified to perform the required services, selected Partners may be invited to make oral presentations to the Proposal Evaluation Team. All Partner(s) selected will be given an opportunity to present to the Proposal Evaluation Team.

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The selected Partners will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their services, and respond to questions about the Partner's capabilities.

The Partner representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposal content. All of the Partner's costs associated with participation in oral presentations conducted for the State of Delaware are the Partner's responsibility.

7. BEST AND FINAL OFFERS

Once the proposals have been evaluated and negotiations have been held with the Partner(s) determined to be likely to receive an award, the Proposal Evaluation Team may issue a request for "Best and Final" offers from the Partner(s).

D. Contract Terms and Conditions

1. General Information

- a. The term of the awarded contract between the successful Partner and the State shall be for fifteen (15) years with two (2) optional extension periods of five (5) years.
- b. The State reserves the right to enter into a contract for longer periods, not to exceed twenty-five (25) years if the awarded Partner provides capital improvements and offerings that require longer timelines for return on investment. The State shall be the sole determining authority for a contract that shall exceed the contract period stated above.
- c. The selected Partner(s) will be required to enter into a written agreement with the State of Delaware, Division of Parks and Recreation. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Partner(s) will be required to sign the contract for all services, and may be required to sign additional agreements.
- d. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected Partner's response to this RFP will be incorporated as part of any formal contract.
- e. The successful Partner shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No Partner, Joint Venture or subcontractor of the Partner is to begin any service prior to receipt of an executed contract with the Division of Parks and Recreation signed by authorized representatives of the agency requesting service.
- f. If the Partner to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another Partner. Such Partner shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. 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.

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2. Collusion or Fraud

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

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

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

3. Lobbying and Gratuities

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

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

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

4. Solicitation of State Employees

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

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

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5. General Contract Terms

a. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

b. Temporary Personnel are Not State Employees Unless and Until They are Hired

Partner agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Partner for all purposes including any required compliance with the Affordable Care Act by the Partner. Partner agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Partner agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Partner agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Partner's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Partner will waive any separation fee provided an employee works for both the Partner and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

c. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law

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Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an “Additional Fee” with respect to the employees electing to obtain health coverage from the Partner.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Partner, but does not state the required amount of the fee. The State requires that all Partners shall identify the Additional Fee to obtain health coverage from the Partner and delineate the Additional Fee from all other charges and fees. The Partner shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Partner. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting Partner(s) for award.

d. Licenses and Permits

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

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

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

e. Notice

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

State of Delaware/DNREC
Division of Parks and Recreation/NAT16007_Oversee Farm Management
89 Kings Highway
Dover, DE 19901

f. Indemnification

1. General Indemnification

By submitting a proposal, the proposing Partner 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 Partner’s, its agents and employees’ performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

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2. Proprietary Rights Indemnification

Partner shall warrant that all elements of its proposal, including all documentation, consulting or professional services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the Partner in writing and Partner shall defend such claim, suit or action at Partner's expense, and Partner shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, consulting or professional services (including ideas, concepts, methodology, business plans, drawings) products or other intellectual property used or furnished by the Partner (collectively the "Work Products") is or in Partner's reasonable judgment is likely to be, held to constitute an infringing Work Product, Partner shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Work Product(s);
- b. Replace the Work Product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Work Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the Work Product or cause the Work Product(s) or any part of the Scope of Work to fail to conform to the requirements of the Contract, or only alters the Work Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

g. Insurance

- 1. Partner recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Partner's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Partner in their negligent performance under this contract.
- 2. The Partner shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The Partner is an independent contractor and is not an employee of the State of Delaware.
- 3. During the term of this contract, the Partner shall, at its own expense, also carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per occurrence / \$5,000,000 aggregate
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And the following, as outlined below:

b.	Professional Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
c.	Misc. Errors and Omissions	\$1,000,000 per occurrence / \$3,000,000 aggregate

The successful Partner must carry (a) (b), and (c), above, depending on the type of Service or Work Product being delivered.

If the contractual service requires access to Oversee Farm property, restoration, repairs or upgrades, in addition to the transportation of departmental clients or staff, the Partner shall, in addition to the above coverage's, secure at its own expense the following coverage;

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

4. The Partner shall provide a current Certificate of Insurance ("COI"), with the limits stated above, as proof that the Partner has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded Partner(s).
 5. **The State of Delaware shall not be named as an additional insured.**
 6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
- h. Performance Requirements**
The selected Partner will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, licenses and permits necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.
- i. PERFORMANCE BOND**
Partners awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of the Division of Parks and Recreation with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. If the State of Delaware bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in **Attachment 11** or enter Division Bond Form.
- j. Partner Emergency Response Point of Contact**
The awarded Partner(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations

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Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the Partner. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Partner(s) to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

k. Costs

All contract costs must be as detailed specifically in the Partner's cost proposal (Appendix B). This shall also include detailed Revenue Projections and Cost Analysis. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected Partner is required to pay.

l. Penalties

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

m. Dispute Resolution

At the option of, and in the manner prescribed by the Division of Parks and Recreation, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the Division elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by the Division, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of the Division, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. The Division reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

n. Termination of Contract

The contract resulting from this RFP may be terminated as follows by the Division of Parks and Recreation.

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1. **Termination for Cause:** If, for any reasons, or through any cause, the Partner fails to fulfill in timely and proper manner its obligations under this Contract, or if the Partner violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Partner of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Partner under this Contract shall, at the option of the State, become its property, and the Partner shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Partner shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A Partner response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the Partner response. If the State does accept the Partner's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Partner must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Partner successfully rectifies the original violation(s). At its discretion the State may reject in writing the Partner's proposed action plan and proceed with the original contract cancellation timeline.

2. **Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Partner shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
3. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

o. Non-discrimination

In performing the services subject to this RFP the Partner, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful Partner shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

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p. Covenant against Contingent Fees

The successful Partner will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Partner for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

q. Partner Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the Partner. The Partner must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

r. Partner Responsibility

The State will enter into a contract with the successful Partner(s). The successful Partner(s) shall be responsible for all Work Product and services as required by this RFP whether or not the Partner or its subcontractor provided the Work Product, services or final fulfillment of the Contract. Subcontractors, if any, shall be clearly identified in the Partner's proposal by completing Attachment 6, and are subject to the approval and acceptance by the Division of Parks and Recreation.

s. Personnel, Equipment and Services

1. The Partner represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the services required hereunder shall be provided by or performed by the Partner or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

t. Fair Background Check Practices

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Partners doing business with the State are encouraged to adopt fair background check practices. Partners can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

u. Partner Background Check Requirements

Partner(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

Delaware Sex Offender Central Registry at:

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<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract Partners. Should an individual be identified and the Partner(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Partner(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Partner to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the Contract Scope of Work or be a matter of common law. Partner(s) shall be responsible for the background check requirements, including the cost of such background check, of any authorized Subcontractor providing service to the Agency's contract.

v. Drug Testing Requirements for Large Public Works

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, The Office of Management and Budget with the State of Delaware has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:
[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

w. Work Product

All materials, marketing, logos, website, brands and any other Work Products developed under the executed contract by the Partner are the sole and exclusive property of the State upon expiration of the contract. The Partner will seek written permission to use any Work Product created under the contract.

x. Contract Documents

The RFP, the purchase order (if applicable), the executed contract and any supplemental documents between the State of Delaware and the successful Partner shall constitute the contract between the State of Delaware and the Partner. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: the Contract, State of Delaware's RFP, Partner's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the Partner.

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y. Applicable Law

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

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

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

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

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

z. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

aa. Assignment Of Antitrust Claims

As consideration for the award and execution of this contract by the State, the Partner hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Partner notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Partner shall meet and confer about coordination of representation in such action.

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bb. Scope of Agreement

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

cc. Affirmation

The Partner must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

dd. Audit Access to Records

The Partner shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Partner agrees to preserve and make available to the State, upon request, from the date services were rendered by the Partner through the term of the contract and for five (5) years thereafter. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Partner agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Partner, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Partner's financial records will be borne by the Partner. Reimbursement to the State for disallowances shall be drawn from the Partner's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded Partner(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Partner shall not use the State's seal or imply preference for the solution or goods provided.

2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Partners must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

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F. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Quarterly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 11 – Performance Bond
- Attachment 12 – Minimum Response Requirements
- Appendix A – Scope of Work / Technical Requirements
- Appendix B – Revenue and Project Cost Analysis
- Appendix C – Specifications and Additional Information
- Appendix D – Conservation Easement
- Appendix E – Map of Auburn Heights Preserve / Oversee Farm
- Appendix F – Oversee Farm Photographs
- Appendix G – Map of Trails

IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5, 6, 9 and 11 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded Partners. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate quarterly financial report, in a format mutually acceptable between the Division and Partner, shall be furnished in an **Excel format and submitted electronically**, no later than the 15th (or next business day after the 15th day) of each month, detailing revenue and expense and balance sheet, accurate descriptions of the products, goods or services being provided during the contract. The quarterly financial report shall be submitted and sent as an attachment to the Division. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the Contract. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Partners who are

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determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

Partner agrees to submit to: [OBS Parks@state.de.us](mailto:OBS_Parks@state.de.us), an annual audited financial statement 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 Partner’s submission.

Partner may offer outdoor activities, without charge, to state park visitors for promotional purposes, with the Division’s prior approval and the cost of these free services to park visitors shall be included in Partner’s annual financial statement.

Reporting is required by Executive Order.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Partner will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at vendorousage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. NAT16007_OVERSEE FARM MANAGEMENT
Contract Title: OVERSEE FARM MANAGEMENT

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

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

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

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

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

FIRM NAME

SIGNATURE

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

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

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

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Attachment 2

CONTRACT NO.: NAT16007_OVERSEE FARM MANAGEMENT
CONTRACT TITLE: OVERSEE FARM MANAGEMENT
DEADLINE TO RESPOND: Wednesday, July 13, 2016 at 1:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Division of Parks and Recreation

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

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

COMPANY NAME _____ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

COMPANY CLASSIFICATIONS: CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
Woman Business Enterprise (WBE)	Yes	No	
Disadvantaged Business Enterprise (DBE)	Yes	No	
Veteran Owned Business Enterprise (VOBE)	Yes	No	
Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No	

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Attachment 5

Contract No. NAT16007_OVERSEE FARM MANAGEMENT
Contract Title: OVERSEE FARM MANAGEMENT

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

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

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Partner (YES or NO):	
	Years Associated & Type of Work Performed:	

2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Partner (YES or NO):	
	Years Associated & Type of Work Performed:	

3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Partner (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING PARTNER		
1. CONTRACT NO. NAT16007_Oversee Farm Management	2. Proposing Partner Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

*** Use a separate form for each subcontractor**

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Attachment 7

Contract No. NAT16007_OVERSEE FARM MANAGEMENT
Contract Title: OVERSEE FARM MANAGEMENT

STATE OF DELAWARE
COMPLETE QUARTERLY FINANCIAL REPORT

NOTE: Sample format to be mutually agreed between the Division of Parks and Recreation and Partner

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Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																			
Subcontracting (2nd tier) Quarterly Report																			
Prime Name:							Report Start Date:												
Contract Name/Number							Report End Date:												
Contact Name:							Today's Date:												
Contact Phone:							*Minimum Required		Requested detail										
Vendor Name*	Vendor TaxID*	Contract Name/ Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id			

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@state.de.us

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Attachment 9

Contract No. NAT16007_OVERSEE FARM MANAGEMENT
Contract Title: OVERSEE FARM MANAGEMENT

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project: _____
2. Number and percentage of such employees who are bona fide legal residents of Delaware: _____
Percentage of such employees who are bona fide legal residents of Delaware: _____
3. Total number of employees of the bidder: _____
4. Total percentage of employees who are bona fide resident of Delaware: _____

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: _____
2. Percentage of employees who are residents of Delaware: _____

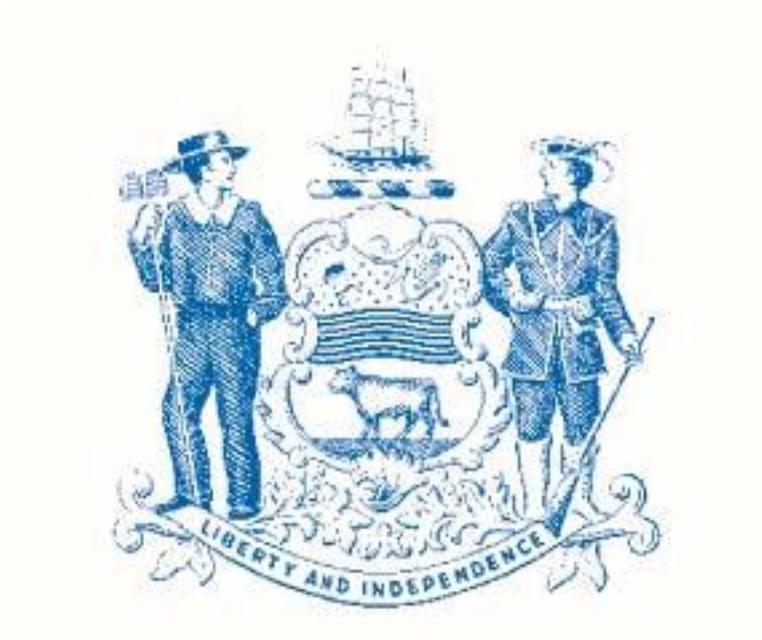
“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.

State of Delaware
Office of Supplier Diversity
Certification Application

The most recent application can be downloaded from the following site:
<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

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Attachment 11

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal ("**Principal**"), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety ("**Surety**"), are held and firmly bound unto the _____ ("**Owner**") (*insert State agency name*), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

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IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)
Name:
Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)
Name:
Title:

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Attachment 12

**MINIMUM MANDATORY SUBMISSION REQUIREMENTS CHECKLIST
(MUST BE COMPLETED AND RETURNED WITH BID PACKAGE)**

Each Partner solicitation response should contain at a minimum the following information:

Description	Included?? (check yes or no)
Partner business plan summarizing the proposing firm's interest in providing the required professional services. Include a table of contents clearly identifying the structure of the proposal and showing page numbers for each of the required components.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Four (4) paper copies of the bidder's proposal, One (1) copy shall be marked " Master Copy " and will contain original signatures in ALL locations. This includes all Appendix B Tabs <u>printed</u> and all Forms required in the RFP. Brochures are also required. PLEASE DO NOT PUT SUBMISSION DOCUMENTS INTO SHEET PROTECTORS. The Appendix B – Pricing Spreadsheet is available at the following website: www.bids.delaware.gov Partner MUST provide copies of all pricing spreadsheet tabs.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Two (2) electronic copies of the complete bidder's bid package (submitted on CD/DVD media disk or USB flash drive). This means two (2) separate CD/DVD's or USB's must be submitted. If the paper copy of the proposal includes a printed catalog or brochure, an electronic version of the catalog or brochure must be included on the CD's (If catalogs are not available in electronic version, then two (2) additional copies of the paper catalog must be provided). All copies must have completed Appendix B in active EXCEL format, Partner's Proposal and Forms required in this proposal. Include Partner brochures in pdf. Format on each CD or DVD. VERIFY ALL CD/DVD MEDIA DISC WORK CORRECTLY FROM SEVERAL SOURCES PRIOR TO SUBMISSION. All documents in Partner's proposal CD, excluding Appendix B and Brochures , should be scanned and saved as one PDF file. Please avoid saving individual pdf. pages of your proposal.	Yes <input type="checkbox"/> No <input type="checkbox"/>
(Attachment 2) One (1) complete signed and notarized copy of the Non-Collusion agreement MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.	Yes <input type="checkbox"/> No <input type="checkbox"/>
(Attachment 3) One (1) completed RFP Exception form – please check box if no information. Form must be included.	Yes <input type="checkbox"/> No <input type="checkbox"/>
(Attachment 4) One (1) completed Confidential and Proprietary form – please check box if no information provided will be considered confidential or proprietary. Form must be included.	Yes <input type="checkbox"/> No <input type="checkbox"/>
(Attachment 5) One (1) completed Business Reference form – please provide references other than State of Delaware contacts. Form must be included.	Yes <input type="checkbox"/> No <input type="checkbox"/>
(Attachment 6) One (1) complete and signed copy of the Subcontractor Information Form for each subcontractor – only provide if applicable. Click on N/A if not using subcontractor.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
(Attachment 9) One (1) complete Employing Delawareans Report	Yes <input type="checkbox"/> No <input type="checkbox"/>
(Attachment 10) One (1) complete OSD application (<i>see link on Attachment 10</i>) – only provide if applicable.	Yes <input type="checkbox"/> No <input type="checkbox"/>

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	N/A <input type="checkbox"/>
(Attachment 11) One (1) complete and notarized Bond (only applicable if bidder is not including a certified check with bid packet)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
(Attachment 12) One (1) completed copy of this checklist filled out by the Bidder.	Yes <input type="checkbox"/> No <input type="checkbox"/>
One (1) copy of Financial information (balance sheets and income statements) for the past five years and/or Dun & Bradstreet report.	Yes <input type="checkbox"/> No <input type="checkbox"/>
One (1) certificate of insurance. Please ensure you have the <u>correct insurance levels as specified in this RFP.</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>

The items listed above provide the basis for evaluating each Partner's proposal. **Failure to provide all appropriate information may deem the submitting Partner as "non-responsive" and exclude the Partner from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

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**APPENDIX A
SCOPE OF WORK**

I. INTRODUCTION

This Scope of Work (the "SOW") is only meant to be a guide and is not necessarily all-inclusive; as such, contents of this SOW are for informational purposes. Partner(s) should prepare their proposals based on the requirements set forth in this RFP and this SOW. The overall goal of this project and of utmost importance to the Division is to: (i) ensure the Division retains its open space for the public's enjoyment; (ii) continues to provide an economic engine to further achieve our open space objectives; and (iii) advance the Division's ability to implement passive and active recreational programs for the general public's use.

Further, the Division seeks to identify Partner(s) who: (i) meet park requirements and the business and legal criteria set forth herein; (ii) are capable of executing a contract, or if applicable an agricultural land lease, within the timeline provided; and (iii) can restore, operate and manage the Oversee Farm as stated in Partner(s) submitted proposal and respective business plan.

II. BACKGROUND

The Division conserves land for the public's general use to improve the quality of life in our communities and protect our natural and historic resources. The Division provides sixteen (16) State Parks for people to enjoy park gardens, playgrounds, greenways, recreation areas, historic buildings, archaeological sites and wilderness areas.

In 2003, the Nature Conservancy was approached by the estate of the late Eleanor Marshall Reynolds, a long-time resident of Oversee Farm, who wished that her 123-acre property be enjoyed by members of the public and anyone who may be interested in the natural world and natural sciences. The property, called Oversee Farm as depicted in **Appendix E**, contains freshwater marshes, open meadows, agricultural fields, a hardwood forest, an established pond and has some breathtaking views of Red Clay Creek.

NOTE: Partners can view the Oversee Farm photographs found on www.bids.delaware.gov/ or by visiting the site during the Pre-Bid Meeting.

In the center of the Oversee Farm property lies the historic farm complex, including the Farm house, Barn, Springhouse and other outbuildings. The spectacular landscape also harbors at least seventeen (17) plant species identified as rare in the State of Delaware. Oversee Farm connects with other public conservation lands, including those owned by the Red Clay Reservation, the Mt. Cuba Center and the Delaware Nature Society.

The Conservancy facilitated an agreement that would conserve an important piece of the State's natural and cultural heritage. Oversee Farm could have been sold to one of the many buyers interested in developing all or part of the property over the years. Instead, representatives of the Reynolds estate believed that the Conservancy's mission was more compatible with the wishes of a passionate conservationist who knew exactly every tree and source of water on her land. This is the idea behind the partnership approach that the Division seeks to include in this RFP.

The State of Delaware and the Conservancy worked to protect the 123-acre Oversee Farm and in 2003, the State purchased a Conservation Easement, attached hereto as **Appendix D**, on the Oversee Farm using Department of Transportation ("DOT") scenic easement funds and Open Space funds. At the same time, the Conservancy purchased the underlying fee interest in the property. In December 2006, the

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Department of Natural Resources and Environmental Control, Division of Parks and Recreation, assumed ownership of the property for inclusion in the state parks system, after acquiring the fee interest from the Conservancy. Oversee Farm has been officially included as part of the State's park system and has been managed in conjunction with the nearby Auburn Heights Preserve and Yorklyn Village.

3. OBJECTIVES

- a. The Awarded Partner's proposal and conceptual business plan shall include all ideas or concepts for development, restoration, rehabilitation, preservation and reconstruction, including, but not limited to, capital investment, timeline for delivery of project work, projected costs and any other related items incidental to the Oversee Farm Management as described herein.
- b. Partner(s) must submit their estimated financial investment and revenue projections as more fully described in the guidelines provided in Appendix B of this RFP. Partner(s) estimates shall include any assumptions formed to base their financial determination and clearly state this in Appendix B.
- c. Partner(s) business plan shall include a recent or prior business case successfully demonstrating (i) interior and exterior architectural restoration (e.g. ornamental plastering or stone restoration for the Farm House or Springhouse building); (ii) how they will maintain the integrity of the property to preserve the architectural fabric and collaborate with the Division to achieve the most effective results; and (iii) how they will ensure Oversee Farm Management will provide a financial return on investment, whereby, boosting tourism, complementing the Auburn Heights Master Plan and increasing the Division's revenues for this property. The intrinsic worth of the proposal/business plan rests in large measure on the financial metrics (e.g. financial measures) resulting from the projected cash flows from the operations. As such, detailed projections and any/all assumptions will be required on cash flow, operational costs, capital investment/costs; Partner(s) expected profits and Division revenues.
- d. The Partner(s) business plan, as stated in their proposal, must clearly identify areas within the Oversee Farm, as well as any surrounding grounds outside the Farm House, that may be intended to be utilized as part of the management and operation of the property. In addition, Partner(s) should include any proposed renovations or modifications to the Farm House and outbuildings, improvement or restoration of the Pond, Dam, onsite well and septic systems.
- e. Further, Partner(s) should include in their business plan, ideas or concepts, improvements and development for the Oversee Farm and surrounding land use that may benefit the Division as a result of such improvements or developments (.e.g. create an inventory of scenic resources and preserve meaningful open space, create a greenway system, organic crops, flower meadow, etc.). Partner(s) must identify the intended use for all areas of the Oversee Farm and surrounding grounds, including the marshes, the pond and pond wall structure, the pond Dam restoration, farming / fields /crops and meadows as part of the business Plan.

4. SCOPE OF WORK DELIVERABLES

The expected deliverables for this project are to:

- a. Develop a revenue source from the Oversee Farm restoration;
- b. Align with our business Partner in finding a creative use for the property;
- c. Ensure the awarded Partner has the ability to develop, manage and operate the Oversee Farm;
- d. Ensure the awarded Partner's business plan provides for the harmony with the surrounding neighborhood(s) and the state park system;

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- e. Ensure the awarded Partner can offer the best recommendations for the proposed land use that will complement the Division and provide a timeline to ensure the Oversee Farm Management meets the Division's timeline for the Auburn Heights Master Plan and development of the property for public use.
- f. Ensure preservation and land use in accordance with the State's guidelines for historic building restoration and the conservation easement on the Oversee property; and
- g. Execute a Contract, and if applicable a lease, where the successful Partner is responsible for all major repairs to, and maintenance of, the Farm House and meadows, marshes, fields and surrounding outbuildings.

5. AUBURN VALLEY MASTER PLAN (the "MASTER PLAN")

The Department of Natural Resources and Environmental Controls' ("DNREC") Mission is tasked with;

- a. Ensuring the management, conservation and enhancement of the State's natural resources;
- b. Protecting the public health and the environment;
- c. Providing quality outdoor recreation;
- d. Improving the quality of life; and
- e. Educating the public on historic, cultural and natural resource use, requirements and issues.

In keeping with DNREC's Mission, the Auburn Valley Master Plan (hereinafter referred to as "AVMP"), highlights the goals that are unique in many respects. The AVMP includes elements dealing with recreation, transportation, historic preservation, economic redevelopment and land conservation. The scope of the Master Plan spans from the area between Auburn Heights Preserve along the Pennsylvania and Delaware state lines to the Oversee Farm property off Snuff Mill Road. Partners should review the Master Plan and become familiar with the Rehabilitation and Management Plans to include in their respective proposal. Partners can download the Auburn Valley Master Plan from the following website:

<https://www.dnrec.delaware.gov/parks/information/pages/AuburnVMP>

6. TRAILS

The Oversee Farm is a separate unit, but not connected to, the main portion of Auburn Heights Preserve. The AVMP calls for the Oversee Farm to be connected to the main unit of the preserve through the Park's network of trails by passing through privately owned land on which the state owns conservation easements. Partners should review the AVMP for recreational use and the Oversee Farm woodlands trail plans, which will loop around the back side of the Oversee property buildings, through an open field and onto Creek and Sharpless roads, connecting with other multi-use trails, and depending on the trail surface, can allow for multiple purposes, including: hiking, biking, equestrian and antique steam car/vintage car events with connections to other key resources. The six-mile loop trail will connect preserved property along the Pennsylvania border to the Oversee Farm property. The AVMP anticipates the construction of at least four (4) new trail bridges: one at the Marshall Bros. Paper Mill Farm Lane, Paper Mill, NVF and one at Oversee Farm. The reconstruction of the intersection of Creek and Sharpless Roads will provide a safe trail crossing into the Oversee Farm property as well as a new pedestrian path along Sharpless Road. The Trail Plan is included herein as Appendix G.

7. CONSERVATION EASEMENT

Please refer to **Appendix D**, Conservation Easement, for more information about the Oversee Farm requirements.

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8. RECREATIONAL USE

Other recreational amenities and retail business shop opportunities at the NVF site will make the Oversee Farm property enticing for the public's benefit including, but not limited to: a new parking lot for visitor parking on the property, bird watching, picnicking, canoeing, cross-country track and skiing, walking, hiking and biking. The proposed AVMP amenities to support these activities include a visitor's center for the Fibre Mill site, restrooms located on the lower floor of the Marshall Bros. Paper Mill museum or at other remote locations along the trail at designated trail heads, pavilions, other designated parking areas and seasonal food service.

9. ARCHITECTURAL GUIDELINES/REVIEW OF PLANS

Oversee's Farm House is a historic structure, therefore, all building proposals for the Oversee Farm restoration and/or construction shall adhere to historic and architectural standards as described in the Auburn Valley Master Plan and in accordance with the Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Building. The Division and the Office of Management and Budget, Division of Facilities Management (DFM) shall have final approval over all construction plans for any work performed on site.

10. RESTORATION / CONSTRUCTION

Refer to **Appendix C**, Specifications and Additional Information, attached hereto and made a part hereof this RFP.

11. PROPERTY MAINTENANCE

Partners should include in their proposal, an ongoing property maintenance plan as part of the overall operations and management of the Oversee Farm. This plan should include such things as the building(s) repair/maintenance, lawn care and landscaping maintenance, snow removal and/or plowing, upkeep of the trails and conservation land maintenance. The Oversee Farm pond includes a DAM that is not stable as of the writing of this RFP. The successful Partner awarded a contract will need to determine the state of repair and either propose a complete restoration or recommend a demolition solution. Either way, the Partner will be responsible for the upkeep and maintenance of the pond and the Dam in accordance with Delaware Code and the Division of Parks and Recreation's Rules and Regulations that are essential to the protection of the Park resources and improvement thereto and to the safety, protection and general welfare of the visitors and personnel on the properties under its jurisdiction.

The property has an onsite-well and septic system. Partner(s) inspector or site engineer will need to assess the condition of each and include an improvement plan in their proposal.

The Farm House and outbuildings have electric service. Partners are responsible for all utilities and/or power consumption on the property. The Division cannot guarantee current electrical service longevity.

12. DIVISION-PROVIDED PROPERTY

The awarded contract will be for Oversee Farm (only). This section identifies any Park-owned or furnished property provided as part of this RFP. This includes all materials, equipment, or property.

- Oversee Farm consisting of 123 acres described in **Appendix E**, Map of Auburn Heights Preserve, NVF and Oversee Farm. 40.3 acres can be used as cropland
- Farm House and outbuildings

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- Well and septic on property
- Trails as depicted in **Appendix G**, Map of Trails
- Paved driveway and parking lot
- Signage for visitors
- Picnic tables, pavilions, public restrooms
- Entrance gate and Ticket booth

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APPENDIX B
REVENUE AND PROJECT COST ANALYSIS

Available at www.bids.delaware.gov.

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APPENDIX C

Specifications and Additional Information

I. State of Delaware Project Review and Approval Procedures

In meeting our goal to provide safe, code compliant and efficient facilities to State agencies and the public, certain public works projects are reviewed by the Office of Management and Budget, Division of Facilities Management (DFM). All State departments and agencies (including school districts) are required to submit to DFM proposed contracts for architectural, engineering or construction management services as well as all architectural, structural, electrical/mechanical plans, specifications and cost estimates (source Delaware Code, Title 29, Chapter 74, Section 7419 and Chapter 63A, Section 6307A).

In addition to DFM, projects must be reviewed and approved by DNREC and other entities depending on the scope and status of the project. These entities may include DNREC Sediment and Stormwater Management Plan, State Historic Preservation Office (SHPO), DeIDOT, State Fire Marshal, County and City. This process may require 6 to 8 weeks minimally for single reviews and longer for multiple reviews.

It is recommended that initial reviews be held with the appropriate agencies at the onset of a project to review the proposed scope. The initial meeting may result in decreasing the number of reviews and reducing the amount of time needed for approvals.

A. Projects Requiring Submission

Plans, specifications and professional services agreements are required by DFM for those projects that are:

1. Constructed by or on behalf of the State of Delaware.
2. Financed in whole or in part by the State or by bonds in whole or in part by the State.
3. Financed by the federal government through a state agency. Highway construction projects do not need to be submitted for review and approval except those identified by the AAB as requiring submission.
4. Facilities leased by the State (regardless of whether alterations will be made).

B. Agencies Affected

All State departments and agencies (including all school districts).

C. Accessibility Requirements

The Architectural Accessibility Board (AAB) is housed within the Office of Management and Budget for administrative reasons, but as a separate agency of the State, maintains an independent review and approval process. The Architectural Accessibility Act (Delaware Code, Title 29, Chapter 73) requires submission of certain plans and specifications to the Architectural Accessibility Board. Submission to the AAB and their approval must be made prior to the final DFM application.

D. DNREC Sediment and Stormwater Management Plan

Projects involving 5,000 SF or more of site disturbance must be reviewed and approved by DNREC Sediment and Stormwater Management Plan. This process can require 6 to 8 weeks minimally.

E. State Historic Preservation Office

Projects that are on the National Register, have covenants or easements, are within historic districts and/or having landmark status must be reviewed and approved by this office. It is recommended that

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an initial meeting be held with this office to determine their stance on the scope of work. Final documents are to be submitted and approval can require four weeks. This should be done prior to the final DFM review.

F. State Fire Marshal

All construction projects must be reviewed and approved by the State Fire Marshal. It is recommended that an initial meeting be held with this office for mid-level to complex projects. Final signed and sealed documents are to be submitted and approval can require two to four weeks. This should be done prior to the final DFM review.

G. Delaware Division of Health and Social Services (DHSS)

All construction projects must be reviewed and approved by the DHSS Office of Engineering. It is recommended that an initial meeting be held with this office for mid-level to complex projects. Final signed and sealed documents are to be submitted and approval can require two to four weeks. This should be done prior to the final DFM review.

H. County and City

The State-funded projects are required to submit construction documents for building permits with fees waived except for water and sewer fees. Privately funded projects built on State property will be required to pay all fees associated with the building permit. Issuance of the building permit can take four to twelve weeks. This is typically done by the contractor after award of the project. The Owner, architect or engineer cannot submit for the building permit.

1. The construction documents must be signed and sealed by a registered architect, structural engineer, site engineer and mechanical engineer.
2. The general contractor, plumbing contractor, mechanical contractor and electrical contractor must be licensed by the State and local jurisdiction.
3. The local jurisdiction will complete inspections during construction. These inspections will minimally include foundation, framing, ADA, mechanical, plumbing and electrical.

I. Asbestos Requirements (if present)

Delaware Code, Title 16, Chapter 78, Section 7805 (1) requires that all agencies utilizing State funds from any source to perform asbestos abatement and must have plans and specifications approved by DFM if asbestos is found.

J. Necessary Documentation for DFM Review

1. **Public Works Project Review Form**: All contracts, plans and specifications submitted to the Division of Facilities Management for review must be accompanied by a completed Public Works Project Review Form.
2. **Professional Design Service or Construction Management Contract/Agreement**: If the purpose of the submission is for the review and approval of architectural, engineering or construction management services, the proposed contract or agreement and the Professional Services Contract Review Form must be completed and submitted with the requested information.
3. **Construction Plans and Specifications**: Three (3) complete sets of final plans and specifications must be submitted (cover page of project manual and every drawing shall be signed and sealed). Two (2) copies are sent to the Chief of Engineering and Operations and one (1) copy is sent to the Architectural Accessibility Board. Note: for DFM-managed projects, address documents to the DFM

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project manager assigned.

4. **Life Cycle Cost Analysis**: As outlined in Delaware Code, Title 29, Chapter 69, section 6909A, the use of life cycle cost analysis is required in the purchasing of equipment and in public works projects. See here for LCCA Requirements.
5. **Design Review Checklist**: Submissions of plans and specifications must be accompanied by a completed and signed Design Review Checklist. (see below for further details)
6. **Asbestos Plans and Specifications**: One copy of final plans and specifications must be submitted to the Chief of Engineering and Operations.

K. DFM-Managed Design Review Process

DFM will review projects at the preliminary schematic, schematic, design development and final design stages. The number of reviews can be decreased upon discussion with DFM at the preliminary schematic design stage.

L. State Agency Project Design Review Process

Includes all State-funded Public Works projects including DNREC Parks & Recreation, DeIDOT non-highway projects, and other projects in State-owned or leased facilities.

M. Project Design Review Process Response

1. The Chief of Engineering and Operations will issue a letter, indicating the overall findings of the review.
2. For reviews that have been “Not Approved”, the agency must provide a new review package (plans and specifications) or submit a letter that addresses the issues/comments that were a basis for disapproval.
3. All environmental compliance issues (asbestos abatement, underground storage tank, etc.) will require approval from the Chief of Engineering and Operations.
4. The Architectural Accessibility Board will issue an approval/disapproval letter indicating that the plans and specifications comply with State accessibility standards.

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**APPENDIX D
CONSERVATION EASEMENT**

Available at www.bids.delaware.gov.

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APPENDIX E
MAP
AUBURN HEIGHTS PRESERVE / OVERSEE FARM

Available at www.bids.delaware.gov.

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APPENDIX F
OVERSEE FARM PHOTOGRAPHS:

Additional photographs of Oversee Farm are provided on the State's website: www.bids.delaware.gov



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APPENDIX G
MAP OF TRAILS

Available at www.bids.delaware.gov.