State of Delaware

PUBLIC OUTDOOR RECREATION SERVICES AT THE LUMS POND EQUESTRIAN CENTER

Request for Proposal

Contract No. NAT17002_OUTDOOR RECREATION

April 4, 2017

- Deadline to Respond -
Thursday, June 8, 2017
1:00 PM (Local Time)

STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation

CONTRACT NO. NAT17002_OUTDOOR RECREATION

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for PUBLIC OUTDOOR RECREATION SERVICES AT THE LUMS POND EQUESTRIAN CENTER. The proposal consists of the following:

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VI. Definitions and General Provisions
VII. Proposal Reply Section
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   s. Appendix G – Division Highlight Outreach Brochure

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope **clearly displaying the contract number and vendor name** by **Thursday, June 8, 2017 at 1:00 PM** (Local Time) to be considered.

Proposals must be mailed to:

State of Delaware/DNREC
Division of Parks and Recreation
Office of Business Services/ Contract NAT17002_OUTDOOR RECREATION
89 Kings Highway
Dover, DE 19901

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal (RFP). Should you need additional information, please call Rebecca Lovin at 302-739-9206 or email rebecca.lovin@state.de.us.

I. INTRODUCTION

A. PURPOSE

The State of Delaware provides certain facilities for the use and benefit of the public in areas under the administration of the Department of Natural Resources and Environmental Control, Division of Parks and Recreation (the "**Division**") and desires to provide Public Outdoor Recreation Services at the Lums Pond Equestrian Center at Lums Pond State Park for the convenience, benefit and recreational use and enjoyment by the general public.

The purpose of this Request for Proposal is to obtain sealed proposals from Vendor(s) capable of satisfying the Division requirements for Public Outdoor Recreation Services at the Lums Pond Equestrian Center.

It is the goal of this Request for Proposal to identify Vendor(s) who (i) meets park requirements and the business and legal criteria set forth herein; (ii) is capable of executing a Contract within the timeline provided; and (iii) can deliver the Public Outdoor Recreation Services Program within the Park as stated in Vendor's submitted proposal.

1. COMPETITIVE SEALED PROPOSAL

It has been determined by Division of Parks and Recreation, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with vendors concerning technical and price aspects of their proposals; or
- Afford vendors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

2. CONTRACT REQUIREMENTS

This contract may be issued to procure Public Outdoor Recreation Services at the Lums Pond Equestrian Center.

3. AGENCY USE CONTRACT

Pursuant to 29 Del. C. §6904(e) respectively, if no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

4. POTENTIAL CONTRACT OVERLAP

Vendors 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 bids in whole or in part, to make partial awards, to award to multiple vendors 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.

5. CONTRACT PERIOD

Each Vendor's Contract shall be valid for **ten (10) years from February 1, 2018 to January 31, 2028**. The contract **may be renewed for one (1) five (5) year period** through negotiation between the Vendor and Division of Parks and Recreation. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to enter into a contract for longer periods, not to exceed twenty-five (25) years if the awarded vendor 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 listed above.

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

B. KEY RFP DATES/MILESTONES

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Activity	Due Date
RFP Availability to Vendors	**Tuesday, April 4, 2017**
Site Visit #1	**Friday, April, 21, 2017, 10:00 a.m. to 11:00 a.m. local**
Site Visit #2	**Thursday, April 27, 2017, 10:00 a.m. to 11:00 a.m.**
Pre-Bid Meeting	**Tuesday, May 2, 2017, 10:00 a.m. local**
Written Questions Due No Later Than (NLT)	**Thursday, May 11, 2017**
Written Answers Due/Posted to Website NLT	**Thursday, May 18, 2017**
Proposals Due NLT	**Thursday, June 8, 2017, 1:00 p.m. local**
Public Proposal Opening	**Thursday, June 8, 2017, 1:00 p.m. local**
Contract Award	Will occur within 90 days of bid opening

C. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by **Thursday, May 11, 2017**. All questions will be answered in writing by **Thursday, May 18, 2017** and posted on http://bids.delaware.gov/ website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

D. 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 vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Delaware Department of Natural Resources and Environmental Control
Division of Parks and Recreation
89 Kings Highway
Dover, DE 19901
Attn: Rebecca Lovin
Email: rebecca.lovin@state.de.us

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.

E. CONTACT WITH STATE EMPLOYEE

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors 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.

II. SCOPE OF WORK

A. OVERVIEW

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for Public Outdoor Recreation Services at the Lums Pond Equestrian Center as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

B. BACKGROUND

The Division is seeking to bid out a Public Outdoor Recreation Services Program and in doing so will select the most qualified and competent vendor to manage and operate the services stated herein.

C. STATEMENT OF NEEDS

Vendor shall furnish all labor, personnel, equipment and supplies necessary to operate a Public Outdoor Recreation Services Program per the terms and conditions as described herein. The Division of Parks and

Recreation is interested in procuring services with an emphasis on excellent customer service, operations/management knowledge and capabilities in providing Public Outdoor Recreation Services Program in accordance with the specifications listed herein. The Division shall select the most qualified and competent vendor to manage and operate these services.

The Division is interested in capital investments and improvements in the Equestrian Center at Lums Pond State Park. Vendors are encouraged to submit creative business proposals that include, but not limited to: (i) refurbishing the existing facility in accordance with the specifications listed herein, (ii) provide methods of increasing Park visitor satisfaction by offering public outdoor recreation services that may include equestrian or new outdoor recreation adventures that improve the existing operation. The Division's goal is to attract and provide day users and campers with unique outdoor recreation opportunities. The Vendor shall include in their proposal any 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 a Public Outdoor Recreation Services Program. Vendors may propose modifications to existing land and buildings (tear down/build/modification). **Any proposed Plan shall compliment current Lums Pond State Park activities and programs. The Division is looking for innovative ideas that will enhance Lums Pond State Park and attract visitors for day use and extended camping stays at the newly renovated campground.** Potential services identified by the Division include, but are not limited to: Equestrian, Adventure Sports (i.e., Mountain Biking, Paintball and Rockwall), Agriculture Education (i.e. 4H, Community Supported Agriculture, Animal Yoga), or Bed and Breakfast.

The State reserves the right to enter into a contract for longer periods, not to exceed twenty-five (25) years if the awarded Vendor 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.

D. DETAILED REQUIREMENTS

The technical requirements of this RFP are stated in Appendix A. Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix B.

III. FORMAT FOR PROPOSAL

A. INTRODUCTION

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. PROPOSAL RESPONSE

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by vendor's representative completing the bid submission.

If items are listed with a zero quantity, Vendor shall state unit price ONLY (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

C. 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.

D. 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.

E. COVER LETTER

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with Division of Parks and Recreation.

F. TABLE OF CONTENTS

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

G. DESCRIPTION OF SERVICES AND QUALIFICATIONS

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

H. DISCOUNT

Vendors are invited to offer in their proposal value added discounts. Discounts should be computed and incorporated into unit bid price(s).

I. SAMPLES OR BROCHURES

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a bid, each Vendor 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.

K. BID BOND REQUIREMENT

The Bid Bond requirement has been waived.

L. PERFORMANCE BOND REQUIREMENT

The Vendor Awarded a Contract is required to furnish a one-hundred percent (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 Ten Thousand Dollars ($10,000.00)**. 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. The bond form (Attachment 11) must be filled out accurately and completely.

M. NUMBER OF COPIES WITH MAILING OF PROPOSAL

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. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an vendor signature. The remaining copies do not require original signatures. **CD or DVD media disk must also contain the completed Appendix B Excel sheets, in Excel format.**

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 Thursday, June 8, 2017.** 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
Office of Business Services/ Contract NAT17002_OUTDOOR RECREATION
89 Kings Highway
Dover, DE 19901

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Any proposal received after the date and time deadline referenced above shall not be considered and shall be returned unopened. The proposing vendor 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 vendor proposals, each vendor 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 vendors from any obligation in respect to this RFP.

The State reserves the right to award the proposed contract to multiple Vendors if the Head of the Agency determines that such an award is in the best interest of the State.

N. PROPOSAL EXPIRATION DATE

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through October 8, 2017. Delaware reserves the right to ask for an extension of time if needed.

O. WITHDRAWAL OF PROPOSALS

A Vendor may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

P. PROPOSAL MODIFICATIONS

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

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.

Q. 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, vendor 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.

R. ADDENDA TO THE REQUEST FOR PROPOSAL (RFP)

If it becomes necessary to revise any part of this RFP, revisions will be posted at http://bids.delaware.gov/ . By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposal.

S. INCURRED EXPENSES

The State will not be responsible for any expenses incurred by the vendor in preparing and submitting a proposal.

T. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

U. DISCREPANCIES AND OMISSIONS

Vendor 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 vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor 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 vendor'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, no later than ten (10) calendar days prior to the time set for opening of the proposals.

V. EXCEPTIONS

Bidders may elect to take **minor exception** to the terms and conditions of this RFP by completing Attachment 3. Government Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

Exceptions must be submitted utilizing Attachment 3 to be considered. Exceptions listed elsewhere in the Vendor's proposal will not be considered. Division of Parks and Recreation maintains sole discretion to reject any vendor exceptions that are submitted.

W. BUSINESS REFERENCES

Business references are to be provided via Attachment 6.

X. DOCUMENT(S) EXECUTION

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with Division of Parks and Recreation.

The State of Delaware requires completion of the Delaware Substitute Form W-9 to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) name are submitted to the Internal Revenue Service for "matching." If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this form or specific comments about a form that you have submitted, please contact vendor services by phone at 302-672-5000.

Y. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal using Attachment 7. Subletting of the property is not considered subcontracting under this RFP.

Z. CONFIDENTIALITY

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor 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 vendor's information to a competing vendor 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 vendor 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 vendor 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 vendor 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 vendor's confidential business information may be lost.

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

Vendor(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 Vendor'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 vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor 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, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

AA. PRICE NOT CONFIDENTIAL

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

BB. ATTACHMENTS

Attachment 1 – No Proposal Reply Form
Attachment 2 – Non-Collusion Statement
Attachment 3 – Exceptions
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IV. PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. STATE'S RIGHT TO REJECT PROPOSALS

The Division of Parks and Recreation reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing vendors during the negotiation process.

2. 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 vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor'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.

3. FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, email, fax, or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

4. DELIVERY OF PROPOSALS

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP. All bids must clearly display the bid number on the envelope.

State of Delaware/DNREC
Division of Parks and Recreation
Office of Business Services/ Contract NAT17002_OUTDOOR RECREATION
89 Kings Highway
Dover, DE 19901

All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

5. PUBLIC OPENING OF PROPOSALS

The proposals shall be publicly opened at the time and place specified by the Agency. Vendors or their authorized representatives are invited to be present.

Only the vendor's name and address will be read aloud during the bid opening process. **The location of the public opening is the address listed above in Delivery of Proposals.**

6. DISQUALIFICATION OF VENDORS

Any one or more of the following causes may be considered as sufficient for the disqualification of a vendor and the rejection of its proposal or proposals:

a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.

b. Evidence of collusion among vendors.

c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.

d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.

e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.

f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

7. AUTHORITY OF AGENCY

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

8. OR EQUAL (PRODUCTS BY NAME)

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR

The Division of Parks and Recreation shall award this contract to the most responsible and responsive vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:

a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
b. It is unacceptable;
c. The proposed price is unreasonable; or
d. It is otherwise not advantageous to the State.

2. Vendors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.

3. Responsibility of vendors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:

a. The vendor's financial, physical, personnel or other resources, including subcontracts;
b. The vendor's record of performance and integrity;
c. Any record regarding any suspension or debarment;
d. Whether the vendor is qualified legally to contract with the State;
e. Whether the vendor supplied all necessary information concerning its responsibility;
f. Any other specific criteria for a particular procurement which an agency may establish.

4. If a vendor is determined to be non-responsible, the vendor shall be informed in writing.

5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

C. PROPOSAL EVALUATION COMMITTEE

The Proposal Evaluation Committee ("Committee") is comprised of representatives of the State of Delaware.

The Committee 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 vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6926. Such selection will be based on the needs of the Division of Parks and Recreation.

D. REQUIREMENTS OF THE VENDOR

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

- Brief history of the organization, including accreditation status, if applicable.
- Vendor's experience, if any, providing similar services. Vendors shall include support documentation of qualifications in providing a Public Outdoor Recreation Services Program. Include references on Attachment 6.
- Financial information (balance sheets and income statements) **for the past three (3) years.**
- Describe the techniques and business approach used for providing a Public Outdoor Recreation Services Program at Lums Pond State Park to the Division of Parks and Recreation, including a **marketing plan and timeline**. Include a well-defined **ACTION PLAN** that will describe the Vendor's organization and method for providing a Public Outdoor Recreation Services Program where applicable and providing services as specified herein. **Include business plan, customer billing and payment processes/options, customer service, advertising and marketing plans, employee training procedures, and animal care plans**. Include industry analysis (detail the market in which you are competing, how large it is and what trends are affecting it) and customer analysis (what customers you are targeting).
- Proposed capital investments and improvements offered by the Vendor. The Division is interested in capital investments and improvements in the Equestrian Center at Lums Pond State Park. The Vendor(s) shall include in their proposal any 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 Equestrian Center. Include a Full Phase approach as included in Appendix A herein.
- For multi-partner solutions, a Joint Venture or Business Association Agreement clearly describing the responsibilities of the partners, if applicable.
- Proposed operation schedule.
- All forms included in this RFP.
- Vendor Emergency Contact Data as required in this Proposal on checklist Attachment 12.

E. CRITERIA AND SCORING

	EVALUATION CRITERIA		
		PERCENTAGE	**POINTS**
1.	Background and experience (e.g. past performance on similar ventures) company history, qualifications and experience of the employees and the organization in managing and operating a Public Outdoor Recreations Services Program. Vendor certifications or accomplishments.	15%	60
2.	Financial stability/resources, past performance and references.	10%	40
3.	Vendor's action plan (techniques and/or business approach for providing Public Outdoor Recreations Services Program, including **customer billing and payment processes/options, customer service, advertising and marketing plans, employee training procedures, and animal care plans).**	25%	100
4.	Vendor's marketing plan and timeline.	10%	40
5.	The value of Vendor's proposal to Delaware Parks (e.g. annual percent of gross receipts from the sale of products and services).	20%	80
6.	Capital investments and improvements offered by the Vendor.	20%	80
	TOTAL SCORE	100%	400

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

F. BEST AND FINAL OFFERS

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee issue a request for Best and Final Offers from the vendor(s).

G. REFERENCES

The Committee may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

H. ORAL PRESENTATIONS

Selected vendors may be invited to make oral presentations to the Committee. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

V. PRE-BID MEETING AND SITE VISIT

A (**non-mandatory**) pre-bid meeting has been scheduled for **Tuesday, May 2, 2017 at 10:00 a.m. (local**) at the Lums Pond State Park Nature Center at the following address:

Lums Pond State Park Nature Center
1068 Howell School Road
Bear, DE 19701

Two (2) Site Visits have been scheduled as part of this request for proposal. Vendors are welcome to visit the site on these dates and times only. Vendors shall not visit the site at other times as the property is currently under contract with another Vendor. A site visit is not mandatory, but is highly recommended.

Note: Site Visits are for viewing the site only; no questions may be asked by a Vendor during Site Visits.

- **Site Visit #1: Friday, April 21, 2017 from 10:00 a.m. to 11:00 a.m.**
- **Site Visit #2: Thursday, April 27, 2017 from 10:00 a.m. to 11:00 a.m.**

VI. DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

A. DEFINITIONS: Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

BID INVITATION: The "invitation to bid" or "Request for Proposal" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

BOND: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

DESIGNATED OFFICIAL: The agent authorized to act for an Agency.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

OPPORTUNITY BUY: A special offer from a supplier that is usually associated with a limited time to respond.

PROPOSAL: The offer of the Vendor submitted on the approved form and setting forth the Vendor's prices for performing the work or supplying the material or equipment described in the specifications.

RFP: Request for Proposal.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

VENDOR'S DEPOSIT: The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

B. GENERAL PROVISIONS

1. INTERPRETATION OF ESTIMATES/QUANTITIES

a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.

b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

c. Vendor usage reports for previous awards, if applicable, may be found by accessing the applicable contract award page at: http://contracts.delaware.gov/. Past usage shall not be considered a guaranteed future volume.

2. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

4. PRICES QUOTED

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. **All prices quoted must be in U.S. Dollars.**

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list materiel that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

5. PUBLIC INSPECTION OF PROPOSALS

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor'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(d), 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.

6. LAWS TO BE OBSERVED

The vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself , by its employees, or by its subcontractor (s).

7. APPLICABLE LAW AND JURISDICTION

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

8. 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.

9. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

10. PATENTED DEVICES, MATERIAL AND PROCESSES

a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.

b. The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

11. EMERGENCY TERMINATION OF CONTRACT

a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.

b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and

if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

12. TAX EXEMPTION

a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.

b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

c. Sales at Park office locations are taxable to the awarded Vendor under Federal and State tax laws.

13. INVOICING

After the awards are made, the agencies participating in the bid may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an acceptable invoice from the vendor.

14. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

a. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment 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 contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

b. During the performance of this contract, the contractor agrees as follows:

1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual 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 contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion

or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin."

c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

15. PRICES

Prices and/or rates shall remain firm for the initial five (5) year term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns:

a. The structure must be clear, accountable and auditable.
b. It must cover the full spectrum of services required.
c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP and must include the mandated annual percentage of gross receipts.

16. COOPERATIVES

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

17. PRICE ADJUSTMENT

The Vendor is not prohibited from offering a price adjustment on its services or materiel offered under the Contract. The State is not prohibited from requesting a price adjustment on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this Contract beyond the initial ten (10) year period, the Division of Parks and Recreation shall have the option of negotiating pricing and/or a percentage of gross adjustments.

18. COSTS

All contract costs must be as detailed specifically in Vendor's cost proposal (Appendix B). This shall also include Revenue Projections and Cost Analysis included in the Vendors Business Plan. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware.

19. SHIPPING TERMS

FOB Destination, freight prepaid.

20. INDEPENDENT CONTRACTORS

The parties to any contract from this solicitation shall be independent contractors to one another, and nothing herein shall be deemed to cause the 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.

21. 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 Vendor". The "Prime Vendor" 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 improvements at the Lums Pond Equestrian Center. 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 Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, the Prime Vendor 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 Vendor

The State of Delaware expects to negotiate and contract with only one Prime Vendor. 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 Vendor 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 Vendor (the awarded Vendor).

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 Vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. The awarded contract allows subcontracting assignments; however, the Prime Vendor 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 Vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used. Any sub-contractors must be approved by State of Delaware and must be submitted on Attachment 7 included in this RFP.

c. Multiple Proposals

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

22. FUNDING OUT or NON-APPROPRIATION

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.

23. MANDATORY INSURANCE REQUIREMENTS

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the scope of work being delivered.

a. Commercial General Liability - $1,000,000 per occurrence/$3,000,000 aggregate,

and

b. Product Liability - $1,000,000 per occurrence/$3,000,000 aggregate,

and

c. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than $100,000 each person and $300,000 each accident as to bodily injury and $25,000 as to property damage to other,

and

d. The vendor 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 vendor is an independent contractor and is not an employee of the State of Delaware.

All contractors must carry (a), (b), (c) and (d).

Before any work is done with the State, a Certificate of Insurance referencing the name and contract number stated herein shall be filed with the State. The certificate holder is as follows:

State of Delaware/DNREC
Division of Parks and Recreation
Office of Business Services/NAT17002_OUTDOOR RECREATION
80 Kings Highway
Dover, DE 19901

Note: The State of Delaware shall not be named as an additional insured.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Insurance listed here is standard levels required by the State of Delaware Insurance Coverage Office. If a Vendor proposes an Outdoor Recreational activity or operation that would require additional insurance from the State of Delaware Insurance Coverage, Vendor must meet those required levels per the terms of this section.

24. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Vendor shall either furnish the Agency 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: 302-577-8778. http://revenue.delaware.gov/services/BusServices.shtml

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

25. INDEMNIFICATION

a. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract.

b. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, 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 vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor 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, services (including methods) products or other intellectual property used or furnished by the vendor (collectively “”Products”) is or in vendor’s reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

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

26. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may purchase equivalent services on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than 30 days following the delivery of the State’s invoice detailing the open market purchase. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

27. FORCE MAJEURE

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

28. VENDOR NON-ENTITLEMENT

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors’ Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a “Covered Agency” as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

29. 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 Usage Report (Attachment 8) 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 the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to Parks_OBS@state.de.us. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. 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 award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are 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.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor 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 reporting is shown as Attachment 9.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@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.

30. METHOD OF PAYMENT AND BILLING

The Vendor will pay the State per the terms and conditions of the Contract.

31. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

32. VENDOR RESPONSIBILITY

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 7, and are subject the approval and acceptance of Division of Parks and Recreation

33. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

34. ENVIRONMENTAL PROCUREMENT REQUIREMENTS

Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

Vendor(s) are encouraged to use environmentally friendly supplies, products and equipment while fulfilling operation Contract requirements.

35. PERSONNEL, EQUIPMENT AND SERVICES

a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.

b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor 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.

c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

36. 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. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. §711(g) for applicable established provisions.

37. VENDOR BACKGROUND CHECK REQUIREMENTS

Vendor(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:
  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 vendors. Should an individual be identified and the Vendor(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 Vendor(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 Vendor 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. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

38. MINIMUM WAGE RATES

Work performed under this solicitation may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. Prior to issuing a purchase order or initiating work, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: http://dia.delawareworks.com/labor-law/prevailing-wage.php .

39. PREVAILING WAGE

The prevailing wage law, 29 Del.C.§6960, is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of $500,000 for new construction (including painting and decorating) or $45,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

40. DISPUTE RESOLUTION

At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), 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, OMB 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 OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB 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.

41. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders may be terminated as follows:

a. Termination for Cause: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) 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 Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor 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 Agency.

b. Termination for Convenience: The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) 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 department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

c. 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.

42. TERMINATION OF CONTRACT

The contract awarded as a result of this RFP may be terminated as follows by Division of Parks and Recreation.

a. Termination for Cause: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor 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 Vendor of such termination and specifying the

effective date thereof, at least thirty (30) 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 Vendor under this Contract shall, at the option of the State, become its property, and the Vendor 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 Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

b. 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 sixty (60) 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 Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c. 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.

43. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

44. INTEREST OF VENDOR

The vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The vendor further covenants, that in the performance of this contract, no person having any such interest shall be employed.

45. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under

this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

46. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project or order.

47. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution of this contract by the State, the Vendor 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 Vendor 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 Vendor shall meet and confer about coordination of representation in such action.

48. TESTING AND INSPECTION

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

49. COVENANT AGAINST CONTINGENT FEES

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

50. GRATUITIES

a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and

b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in

addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

51. AFFIRMATION

The Vendor 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.

52. AUDIT ACCESS TO RECORDS

The Vendor 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 Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor 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 Vendor, 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 Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

53. REMEDIES

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

54. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal (Attachment 7) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

55. AGENCY'S RESPONSIBILITIES

The Agency shall:

a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.

b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendor(s) or commodities. Be sure to furnish as much detail as possible. http://gss.omb.delaware.gov/divisionwide/forms.shtml. Email may also be utilized to communicate performance deficiencies.

56. CONTRACT DOCUMENTS

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor. 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:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

57. ASSIGNMENT

This contract shall not be assigned except by express prior written consent from the Agency.

58. 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
Office of Business Services/ Contract NAT17002_OUTDOOR RECREATION
89 Kings Highway
Dover, DE 19901

59. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

The awarded vendor(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 commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. 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 Contractor 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.

60. 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 vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

C. AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF PROPOSALS

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

5. WARRANTY

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

6. THE CONTRACT(S)

The contract(s) with the successful Vendor(s) will be executed with the Division of Parks and Recreation acting for all participating governmental entities.

7. INFORMATION REQUIREMENT

The successful vendor's shall be required to advise and provide the Division of Parks and Recreation of the gross costs associated with this contract.

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STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation

VII. PROPOSAL REPLY SECTION for CONTRACT NO. NAT17002_OUTDOOR RECREATION

PUBLIC OUTDOOR RECREATION SERVICES AT THE LUMS POND EQUESTRIAN CENTER

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, the Division of Parks and Recreation by **Thursday, June 8, 2017 at 1:00 PM** (Local Time) at which time bids will be opened.

THERE IS NO MANDATORY PRE-BID MEETING FOR THIS REQUEST FOR PROPOSAL.

Proposals must be mailed to:

State of Delaware/DNREC
Division of Parks and Recreation
Office of Business Services/ Contract NAT17002_OUTDOOR RECREATION
89 Kings Highway
Dover, DE 19901

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all Vendors are invited to make an appointment with the agency in order to review pricing and other non-confidential information.

The location of the public opening is the address listed above in Delivery of Proposals.

NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation

Attachment 1

NO PROPOSAL REPLY FORM

Contract No.: **NAT17002_OUTDOOR RECREATION**

Contract Title: **Public Outdoor Recreation Services at the Lums Pond Equestrian Center**

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.

STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation

Attachment 2

CONTRACT NO.: NAT17002_OUTDOOR RECREATION

TITLE: Public Outdoor Recreation Services at the Lums Pond Equestrian Center

DEADLINE TO RESPOND: Thursday, June 8, 2017 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.

	Corporation
	Partnership
	Individual

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____

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 BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation

Attachment 3

Contract No.: **NAT17002_OUTDOOR RECREATION**
Contract Title: **Public Outdoor Recreation Services at the Lums Pond Equestrian Center**

EXCEPTIONS FORM

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If the vendor is submitting the proposal without exceptions, please state so below.

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

Paragraph # and page #	Exceptions to Specifications, terms or conditions	Proposed Alternative

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

Attachment 4

Contract No.: **NAT17002_OUTDOOR RECREATION**
Contract Title: **Public Outdoor Recreation Services at the Lums Pond Equestrian Center**

COMPANY PROFILE & CAPABILITIES FORM

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	Provide company profiles and a brief history of your organization in a manner that will support your company's ability to successfully meet the requirements of this RFP: - # of years in business; - # of years doing business in the State of Delaware; - # of employees (Full and Part time); - Type of business entity and principles (LLC, Sole proprietor, Corporation, EIN#); - List parent Company if applicable. - List current certifications, trainings, experience and accomplishments.
2.	Provide Company Emergency Point(s) of Contact, include: Phone#; Cell # and/or Emergency Contact #.
3.	Describe your business management process and team structure.
4.	Describe the skills, knowledge, instructional approach and techniques used for operating and managing a Public Outdoor Recreational Service operation, including work plan, timeline, well defined ACTION PLAN describing vendor's organization and operations for providing Public Outdoor Recreational Services as specified herein (include Business Plan, customer billing, payment processes/options, customer service, safety procedures and any other relevant sales processes.)
5.	If applicable (if animals included in proposal), describe Plan for Animal Care, including but not limited to: Routine Care, Food and Water Plan; Maintenance; Veterinary Care Plan; Anti-Parasite Plan; Shelter Plan; and Exercise/Activity Plan.
6.	Describe any camps that would be included in your operation. Include compliance with laws related to operating camps. List certifications and qualifications for operating camps.
7.	If applicable, describe any therapeutic programs that would be included in your operation. Include compliance with laws related to therapeutic programs. List certificates and qualifications for operating therapeutic programs.

8.	Operating Schedule being proposed.
9.	Describe any awards, recognition in last ten (10) years.
10.	Provide copy of your marketing / advertising plan for the term of the Contract. Describe the market research, social media and/or other strategies used to determine type's services you will provide. Please describe any daily / weekly specials or promotions to be advertised to the public for your products or services? How will these promotions be offered (signage, social media, customer emails, newspaper, radio, and/or sign postings).
11.	What strategies will be used to promote and increase business and managing the operation services? Please include a list of any clubs, related associations, memberships, partnerships or affiliations related to Outdoor Recreation activities that your company is involved with or a member of.
12.	Provide a list of any retail or food items to be rented or sold. Include Outdoor Recreation equipment and/or clothing.
13.	Outline a problem/conflict resolution plan to resolve any customer complaints, including the timeline from initial report of issue to resolution.
14.	Describe any reliance on partners, joint ventures and/or 3rd party distributors to deliver services or products. This includes camp support.
15.	Describe vender's employee training and certification processes and requirements.
16.	Has vendor ever filed bankruptcy? If so, provide details.
17.	Describe any change in ownership or any planned changes in ownership in the next (3) years.
18.	List any past and/or pending litigation or disputes relating to the services described herein with which your company has been involved within the past five (5) years and identify any awarded contracts or sales agreements your company has terminated as a result of litigation or dispute. For any applicable occurrence list the company's name and the term of the Contract. For occurrences resulting in Contract termination, provide an explanation as to why the Contract was terminated.
19.	Describe any violations by any regulatory agencies.
20.	Describe any Capital investments and improvements offered by the Vendor. Please be detailed and provide timelines, investment and how this compliments and benefits the operation. Include any Phased approach being suggested to ensure operation is not shut down for any long periods of time.

STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation

Attachment 5

Contract No.: **NAT17002_OUTDOOR RECREATION**
Contract Title: **Public Outdoor Recreation Services at the Lums Pond Equestrian Center**

CONFIDENTIALITY FORM

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation

Attachment 6

Contract No.: **NAT17002_OUTDOOR RECREATION**
Contract Title: **Public Outdoor Recreation Services at the Lums Pond Equestrian Center**

BUSINESS REFERENCES FORM

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 the contract(s).

1.

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

2.

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

3.

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

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation

Attachment 7

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. NAT17002_OUTDOOR RECREATION	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise ☐ Yes ☐ No 4e. Minority Business Enterprise ☐ Yes ☐ No 4f. Disadvantaged Business Enterprise ☐ Yes ☐ No 4g. Veteran Owned Business Enterprise ☐ Yes ☐ No 4h. Service Disabled Veteran Owned Business Enterprise ☐ Yes ☐ No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		

6a. NAME OF PERSON SIGNING	7. BY (*Signature)*	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (*Signature*)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

Use a separate form for each subcontractor

STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation

Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware - Monthly Usage Report

Ver. 2 8/19/14

Contract Number / Title: _____

See Below for Transaction Detail

E-mail report to **vendorusage@state.de.us** no later than the 15th of each month for prior calendar month usage

Check here if there were no transactions for the reporting period ☐

Supplier Name: _____
Contact Name: _____
Contact Phone:

State Contract Item Sales $ -
Non-State Contract Item Sales $ -
Total Sales $ -

Report Start Date: _____
Report End Date: _____
Today's Date:

Customer Group	Customer Department, School District, or OTHER - Municipaltiy / Non-Profit	Customer Division (State Agency Section name, School name, Municipality / Non-Profit name)	Item Description	Awarded Contract Item YES/NO	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend (Qty x Contract Proposal Price/Rate)

Note: A copy of the current Usage 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: Parks_OBS@state.de.us

Attachment 9

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**	**Date Paid**	

Note: A copy of the Usage 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: contracting@state.de.us

Attachment 10

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.

STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation

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**") (***Department of Natural Resources and Environmental Control, Division of Parks and Recreation***), 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.

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: _____

_____ By: _____(SEAL)
Name: Name:
Title:

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

_____ By: _____ (SEAL)
Name: Name:
Title:

(Corporate Seal)

Attachment 12

PROPOSAL REPLY REQUIREMENTS AND CHECKLIST

The response should contain the following minimum information:

MINIMUM MANDATORY SUBMISSION REQUIREMENTS CHECKLIST
{MUST BE COMPLETED AND RETURNED WITH BID PACKAGE}

Item No.	Description	Included?? (check yes or no)
1.	Brief Vendor Cover Letter including Vendor's experience, if any, providing similar services. The letter shall be **signed** by a representative who has the legal capacity to enter.	Yes ☐ No ☐
2.	Table of Contents clearly identifying the structure of the proposal and showing page numbers for each of the required components.	Yes ☐ No ☐
3.	**Four (4) paper copies** of the Vendor's proposal, **One (1) copy shall be marked "Master Copy"** and will contain **original signatures in ALL locations**. **This includes all Appendix B Tabs printed 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 Vendor MUST provide copies of all pricing spreadsheet tabs.	Yes ☐ No ☐
4.	**Two (2) electronic** copies of the **complete Vendor'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, Vendor's Proposal and Forms required in this proposal.** Include Vendor menus and 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 Vendor 's proposal CD, **excluding Appendix B, Menus and Brochures**, should be scanned and saved as **one** PDF file. Please avoid saving individual pdf.pages of your proposal.	Yes ☐ No ☐
5.	**(Attachment 2)** **One (1) complete** signed and **notarized** copy of the Non-Collusion agreement **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.**	Yes ☐ No ☐
6.	**(Attachment 3)** **One (1) completed** RFP Exception form – please check box if no information. Form must be included.	Yes ☐ No ☐

7.	**(Attachment 4)** **One (1) completed** Company Profile and Capabilities form.	Yes ☐ No ☐
8.	**(Attachment 5)** **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 ☐ No ☐
9.	**(Attachment 6)** **One (1) completed** Business Reference form – please provide references other than State of Delaware contacts. Form must be included.	Yes ☐ No ☐
10.	**(Attachment 7)** **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 ☐ No ☐ N/A ☐
11.	**(Attachment 10)** **One (1) complete** OSD application (*see **link** on Attachment 10*) – only provide if applicable.	Yes ☐ No ☐ N/A ☐
12.	(**Attachment 12**) One (1) completed copy of this checklist filled out by the Vendor.	Yes ☐ No ☐
13.	**Two (2) Copies** of each brochure.	Yes ☐ ☐
14.	**One (1) copy** of Financial information (balance sheets and income statements) for the **past three years**.	Yes ☐ No ☐
15.	**One (1) certificate of insurance.** Please ensure you have the **correct insurance levels as specified in this RFP. DO NOT LIST THE STATE OF DELAWARE AS AN ADDITIONAL INSURED**.	Yes ☐ No ☐
16.	**Copies of certifications, licenses, memberships or certificates listed in the Vendor(s) proposal.**	Yes ☐ No ☐
17.	**Required Action Plans as stated in this RFP.**	Yes ☐ No ☐
18.	**Any Capital improvement and Investment Plan as stated in the RFP.**	Yes ☐ No ☐

APPENDIX A
SCOPE OF WORK

I. MINIMUM REQUIREMENTS

A. Introduction:

The Department of Natural Resources and Environmental Control, Division of Parks and Recreation (Division) is seeking a qualified and competent Vendor to operate Public Outdoor Recreation Services at the Lums Pond Equestrian Center to include outdoor recreational activities for youth and adults. The Division is seeking options for Outdoor Recreation Services with numerous activities open to the local community, park visitors and campers.

Lums Pond State Park located in Bear, DE is built around the largest freshwater pond in Delaware. The park which encompasses a total of 1790 acres features boat rentals, excellent fishing, sports facilities, a newly renovated campground, an aerial adventure course, hiking trails and equestrian trails on the north side of the Chesapeake and Delaware Canal. Before the pond existed, St. Georges Creek flowed through the hardwood forest and was the site of several Native American hunting camps. The creek was dammed in the early 1800's when the C & D Canal was built. Water from the pond was used to fill the locks of the canal and power a small mill. This area was first used as a state park in 1963. There are excellent recreational trails in the area open to pedestrians, bikers and horses such as the C&D Canal and Little Jersey's Trails. Lums Pond is also located less than 10 miles from the University of Delaware and less than twenty (20) miles from Fair Hill Equestrian Center.

Located just before the Lums Pond State Park entrance, the Lums Pond Equestrian Center comprises approximately fourteen (14) acres that includes a house, stables, outdoor practice arena and a storage barn and tack room with second story apartment. The Equestrian Center currently offers one hour trail rides which take visitors through Delaware's scenic Lums Pond wildlife areas. Other current offerings include riding lessons for all ages, birthday parties, school field trips and a summer day camp program for preschool to school age children.

The Division is interested in capital investments and improvements in the Equestrian Center at Lums Pond State Park. Vendors are encouraged to submit creative business proposals that include, but not limited to: (i) refurbishing the existing facility in accordance with the specifications listed herein, (ii) provide methods of increasing Park visitor satisfaction by offering public outdoor recreation services that may include equestrian or new outdoor recreation adventures that improve the existing operation. The Division's goal is to attract and provide day users and campers with unique outdoor recreation opportunities. The Vendor shall include in their proposal any 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 a Public Outdoor Recreation Services Program. Vendors may propose modifications to existing land and buildings (tear down/build/modification). **Any proposed Plan shall compliment current Lums Pond State Park activities and programs. The Division is looking for innovative ideas that will enhance Lums Pond State Park and attract visitors for day use and extended camping stays at the newly renovated campground.** Potential services identified by the Division include, but are not limited to: Equestrian, Adventure Sports (i.e., Mountain Biking, Paintball and Rockwall), Agriculture Education (i.e. 4H, Community Supported Agriculture, Animal Yoga), or Bed and Breakfast.

The awarded Vendor will be granted a contract herein for the provision to operate Public Outdoor Recreation Services Program included in this RFP.

B. Products and Services:

1. The successful vendor will be granted a contract herein for the provision to operate a Public Outdoor Recreation Services Program at the Equestrian Center at Lums Pond State Park. The Vendor's public program shall include parties, camps and activities for youth and adults. The program may also provide special events, special programs or events sponsored by the Division.

Retail and equipment items must be approved by the Division and may not be sold without the advance written approval by the Department. With the approval of the Division, prepackaged snack foods, canned sodas or other non-alcoholic beverages may also be included in this service. The Vendor agrees to withdraw from sale or rent any items disapproved by the Division.

2. Vendor bids should recognize: (i) the importance of a sound business model that will promote a safe, operable, sanitary, and inviting atmosphere at all times; (ii) will reflect regional cultural traditions; (iii) will support the local community by enhancing the Division's outdoor offerings and help grow outdoor recreation programs; (iv) promote safety in all activities; and (v) help protect the environment.

3. Vendors may submit proposals that contain capital investment/improvements for the operation or other proposed improvement offerings. The proposal should detail the concept, drawings, work and potential construction plans, financial investments, and projected return on investment for both the Vendor and the Division. **Any award associated with capital investment/improvements shall result in the Division's ownership of all capital improvements executed during the life of the contract at the point of expiration and/or termination.**

4. Vendor must be able to have the Public Outdoor Recreation Services at the Lums Pond Equestrian Center operational by May 2018. If improvements will exceed that timeline, then Vendor shall provide a phased approach of improvements that minimize operational impacts. The Division will provide a "contribution" for a capital improvement project that is approved based on the capital structure included in the Contract Fee section below. Vendor shall be solely responsible for capital investment/improvement funding other than the "contribution" option provided by the Division. No capital improvements shall occur without Division approval. For any capital improvement projects, Vendor shall be responsible for all guidelines and requirements as stated in Appendix C of this RFP.

5. Vendors shall submit proposals that cover a three (3) phase approach:

a. <u>Phase I</u> – Immediate operation of public outdoor recreation service operation and amenities for the 2018 season.

b. <u>Phase II</u> – Complete capital improvements/investments, designs, plans and/or changes necessary to operate the full scope public outdoor recreation service no later than the start of the 2019 season.

c. <u>Phase III</u> – Management and operation of the services included herein for the remainder of the contract term(s).

6. The Vendor shall furnish all labor, personnel, equipment and supplies necessary to operate a Public Outdoor Recreation Service Program per the terms and conditions as described herein.

7. In accordance with the Division's "smoking in the workplace" Policy No. D-0309(A), **no tobacco products shall be sold on the premises**. Vapor products are also not acceptable. Additionally, Delaware State Parks prohibits the use of tobacco products in business and outdoor gathering areas.

No Alcoholic beverages shall be sold at the operation locations without prior notice, proof of a valid license as required by the State of Delaware for sale, and approval by the Park Superintendent.

C. Site Address:

Lums Pond Equestrian Center
1030 Howell School Road
Bear, DE 19701

D. Contract Fee:

1. The Vendor, as a fee for the Contract and operation rights herein granted, agrees to pay to the Division of Parks and Recreation **an annual contract flat fee of $10,000.00 and a negotiated percentage of gross receipts**.

a. The annual Contract flat fee of $10,000.00 is listed in the Scope of Work, Appendix A herein, as well as on the Appendix B pricing spreadsheet.

b. Percentage of gross receipts may be tiered to allow return on investment to the Vendor. Vendor shall provide a clear return on investment plan showing a path to offering an increased percentage of gross annually over the contract term.

c. The Division shall pay a cost contribution for any approved capital improvements up to **$75,000.00** unless otherwise negotiated between the Vendor and the Division.

i. Contribution for capital expenditures with approved plan shall be as follows:
   1. $100,000.00 - $150,000.00 in capital expenditures shall result in $50,000 Division contribution.
   2. $151,000.00 - $250,000.00 in capital expenditures shall result in $75,000.00 Division contribution.
   3. Over $250,000.00 in Vendor capital expenditures; negotiated with Division for any amount over $75,000.00 in Division contribution.

d. Division contributions can be paid via reimbursement after the Division is provided proof of spend, or the Division can apply contributions to Vendor's annual contract flat fees. This shall be mutually agreed upon by the Vendor and the Division.

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

f. Any "impact" fees levied by New Castle County Delaware related to structural, design, increased/decreased population resulting from this Contract, parking, roadway traffic, utilities,

etc. shall be the responsibility of the Awarded Vendor and the Division shall "pass" these costs through an invoice with appropriate support documentation.

g. The Vendor agrees to submit to: OBS_Parks@state.de.us, a mandatory usage report once a month, covering each day's operation under the Contract, **plus a tabulated annual gross receipts report and annual financial statement report** for the period of operation on or before December 31st of each year. All annual financial statement reports must be **"Reviewed"** by a certified public accountant prior to submission and proof of "Review" must be included in Vendor submission.

2. Vendor will not pay the daily Park entrance fees for participation in the Public Outdoor Recreation Program, however, **it is the expectation of the Division that all visitors to Delaware State Parks pay daily entrance fees where applicable or procure an annual park pass**. The Division reserves the right to add a fee booth, automatic fee collection system or vehicle self-registration pay at this site.

E. Interest Payments:

Any payments which become due from the Vendor to the Division and which are not paid on or before the due date shall be subject to an interest penalty of twelve (12) percent per annum until paid, computed from the due date. When a late payment is received, the Vendor shall be billed the amount of interest penalty as applicable. This provision is in no way a waiver of the Vendor's obligation to make payments when they are due.

F. Utilities and Fuel:

1. Electricity, water, telephone and/or other utilities used in the operations will be at the Vendor's expense. The Vendor will be required to make independent arrangements for service not provided by the Division.

2. Water utility shall be sub-metered and Vendor will be invoiced monthly by Lums Pond State Park based on consumption as determined by a sub-meter reading and the expenses encumbered by the park for the utilities. The Division will invoice the vendor for water.

G. Taxes and Permits:

Vendor shall pay all State and Federal taxes and/or license fees which may be imposed or legally chargeable, and, obtain all necessary permits and licenses, including but not limited to, a Delaware Business License, Public Health License and other necessary permits at its own cost and expense as a result of operating the business conducted as part of the services.

H. Security:

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

I. Inspection:

Vendor will allow free access to its designated operation space while on Park premises as needed to authorize representatives of the Division and other county, state or federal officials having jurisdiction for inspection purposes. The Vendor shall further agree that if notified in writing by the Division or its

authorized representatives that any part of the contracted premises or the facilities thereof for which Vendor are responsible for services rendered are not in conformance with the Contract granted, then Vendor shall remedy the same within five (5) working days, or a reasonable time period agreed upon between the Division and the Vendor.

J. Accounting and Reports:

Vendor shall maintain proper and complete books and records of accounts of its operation under the Contract granted. Internal control procedures implemented by the Vendor shall be adequate to ensure that all revenue is accounted for and recorded. All receipts of any nature from the operation of this Contract provided by the Vendor shall be immediately and properly recorded. Vendor shall permit the Division or its authorized representatives to examine and audit financial records relative to this Contract at any reasonable time during normal business hours, after giving the Vendor two (2) weeks' notice of the date and time of such examination and audit. Vendor shall retain these financial records for a period of five (5) years beyond the termination of this Contract, unless earlier disposal is approved by the Division in writing.

K. Operating Schedule:

1. Vendor agrees to operate the in accordance with the following **minimum** schedule (Vendor must provide proposed schedule with their submitted bid proposal to this RFP):

- Open six (6) days a week including holidays, from November 1st through March 31st of each year. The Division requires services provided during the shoulder (Spring/Fall) and off-season (Winter).

- Open on a daily basis, seven (7) days a week including holidays, from April 1st through October 31st of each year during the following minimum schedule of hours: 9:00 a.m. to 6:00 p.m.

- If applicable, all animal program activities shall be terminated and all facilities closed and secured no later than 9:00 p.m. daily or as authorized by the Park Superintendent or designee for emergency situations, special events, etc. Unless otherwise approved by the Division, the public program shall not be closed on weekends or legal holidays except Thanksgiving, Christmas and New Year's Day.

2. Vendor shall post the hours of operation in a conspicuous place in the concession area. Vendor shall have preference in decisions resulting in closure or cancellation of programs due to weather conditions or utility problems.

3. **Vendor is required to promptly contact the Park Management and receive approval prior to canceling service for the day.** The Division may, in its sole discretion, close or limit the operation or parking availability temporarily for repairs or special events as needed, or permanently with prior notice to the Vendor.

4. The Division reserves the right to revoke the Contract of the Vendor if they do not adhere to the agreed-upon schedule of operations.

L. Trash Removal and Use of Recyclable Products:

1. Vendor shall ensure that the premises occupied during this Contract, including immediate area around the concession, are kept clean and sanitary at all times in conformity with rules and

regulations pertaining to sanitation and public health. All rubbish, refuse garbage and debris collected by the Vendor shall be deposited in containers.

2. Vendor is responsible for furnishing their own trash dumpster and recycling container. If the Division determines that the concession area becomes unsanitary to the general public, that issue will be handled as a performance deficiency under the terms of the Contract.

3. No trash or recycling items, even for larger items, shall be placed into Park dumpsters or recycling bins at any time.

4. Vendor shall serve food in recyclable materials and use care for the environment in all operational functions.

M. Emergencies:

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

N. Parking.

Parking spaces for the concession operator and their employees will be available within the boundaries of the operation. The Park Superintendent shall assign and approve additional parking if it is found to be necessary.

O. Subletting.

Vendor may sublet rooms in the house or apartment for business use only. Under no circumstances shall any of the operation be sublet for residential lease purposes.

P. Franchise Limitations:

Vendor shall faithfully conform to all the provisions of this RFP and any contract signed between the Division and Vendor, and for as long as any Public Outdoor Recreation Services Program are provided as heretofore described with exception to Division programing and events and the general public's use. No Vendor or other commercial business shall operate in these areas other than the Vendor for normal daily operations without express permission by the Division.

Q. Marketing and Promotion Plans; Signs and Advertising:

1. Vendor is encouraged to work with the Division of Parks and Recreation on a marketing and promotion plan for each calendar year. The agreed upon marketing plan may contain promotional activities at or in connection with Delaware State Parks annual promotional activities or with Lums Pond State Park individually. Copies of the publications promoting Public Outdoor Recreation Services Program shall be made available to the Park Management for distribution.

2. Vendor website shall be fresh in concept and updated with all current offerings at all times for ease of customer use.

3. Vendor agrees not to use signs or any other means of soliciting business without the approval of the Division and agrees not to advertise any contract between the State and Vendor in any manner or form on or about premises contracted to it, or elsewhere, or in any newspaper or otherwise, without such prior approval. Any printed advertising shall include the correct name and location of the operation (e.g. XYZ Services at Lums Pond State Park).

4. The Division, through their authorized agents, reserves the right to prohibit the erection, display or use of signs which are not in keeping with the park area. Permission must be granted by the Division or their authorized agents prior to the erection, display or use of signs. The Division also reserves the right to designate the type, size, wording, color and number of signs requested by the Vendor.

5. Any signs authorized by the Division for specific events shall become the property of the Division, if not removed by the Vendor after reasonable notice from and at the direction of the Division.

6. It is mutually agreed by the Vendor and the Division that no permanent or temporary advertising, signage, or trademark visibility for Vendor's Services and any tour or instructional information, equipment rental or for sale products will be displayed or permitted anywhere in the designated Park locations without prior written approval from the Division, except that it is agreed that the Vendor shall be permitted to include its trademark and brand names on its equipment (e.g. clothing or other Vendor -owned products, etc.).

7. Vendor may offer educational programs or 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 Vendor's annual financial statement as non-revenue generating services.**

R. Payment Credit Card Industry (PCI) Requirements:

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

S. Quality and Pricing:

1. Vendor warrants that the Public Outdoor Recreations Services Program, including any instructional, certified or educational programs offered by it to the public, shall be of the highest quality and consistent with quality specifications as provided by the Vendor pursuant to this section.

2. Vendor shall have the right and privilege to charge prices and rates as are reasonable and fair. All price changes shall be subject to the prior written approval of the Division.

3. Vendor shall submit a price list to the Division each season, before the beginning of the operation, with a schedule of products and services to be offered and the prices to be charged for each product or service. Vendor agrees to offer only such products and services and any retail items for rent or sale at such prices as have been approved by the Division. In approving rates, primary consideration will be given to the prices charged for similar classes of products and services furnished outside the areas administered by the Division under similar conditions.

4. If, in the sole opinion of the Division, any products or services offered by the Vendor are inconsistent with the image or reputation of the Division or the State of Delaware, or are otherwise

deemed unsuitable for sale on the contracted premises, the Division shall request the Vendor cease selling such products or services and the Vendor shall cease doing so immediately upon receipt of such written request from the Division.

T. Vendor Responsibilities:

1. The Vendor's public outdoor recreation program shall include activities for youth and adults. The program may also provide special events and special programs or events sponsored by the Division.

2. **The Vendor shall provide for an on-site presence at all times on the property**, including the house, during operating hours and any habitation outside of operating hours must be relative to the operation's needs. At no time shall the property be without a physical customer service contact during business hours and all phone systems shall be monitored and attended to daily. Under no circumstances shall customers contact the Vendor's Outdoor Recreation operation and not receive responsiveness to inquiries and booking requests past a twenty-four (24) hour period.

3. The Vendor shall be ADA (American Disabilities Act) compliant and include options for ADA programing.

4. The Vendor shall be required to furnish and install the necessary equipment, if not provided, at the facility for the operation of a public outdoor recreation program in order to provide the specified service.

5. The Vendor shall be required to supply and maintain in good health any animals if included in the public outdoor recreation. Care shall be consistent with the Vendor's Animal Care Plan. Any animals shall possess the temperament needed for their stated use.

6. Vendor must furnish a cash register or Point of Sale System (preferable) with accumulating daily totals to record all customer sales and receipts collected to complete the Usage Reports (Attachment 8 and Attachment 9).

7. All of the Vendor-owned equipment or any permanently installed fixtures used in the concession operation shall be subject to approval by the Division, the Division of Public Health, Department of Agriculture, and the State Fire Marshal, if applicable, as to their workability, appearance, appropriateness, and compliance with codes

8. Daily collection and deposit of litter, garbage and refuse from the grounds and buildings assigned to or used by the Vendor into Vendor's dumpster.

9. The Vendor shall be responsible for repairs and maintenance to interior building fixtures, utilities (locks, light bulbs, water faucets, clogged sinks/toilets, etc.) and appliances of small and large barn, house (including housekeeping) and garage.

10. Repairs and maintenance to all fencing on the property. This includes replacement.

11. Weed control, tree and shrub care, landscaping, leaf removal, snow removal and mowing around all building perimeters. Seeding, fertilizing and maintaining pastures, to include a rotation schedule.

12. If Equestrian operations are included in Vendor's proposal, mowing and dragging of paddock areas and riding rings is required. Mowing shall be accomplished at least every two (2) weeks and

dragging shall be accomplished every week.

13. Daily cleaning of stalls, barns, tack rooms, lounges, office and any other space furnished by the Division and designated for use by Vendor.

14. Provide and maintain portable toilets. All portable toilets shall be cleaned on a routine schedule to ensure cleanliness for customers.

15. If animals are included in Vendor's proposal, deposit all animal waste/bedding collected from stalls in the manure bunkers. Dispose of all manure/bedding from the public outdoor recreation operation, off state property, when bedding is no more than ¾ full. Manure spreading is permitted and **must follow Department of Agriculture regulations.**

16. Safe and effective rodent control when deemed necessary by Vendor and the Division.

17. Provide adequate materials to ensure good footing.

18. The Vendor shall ensure that all facilities and equipment supplied by the Division be returned to the Division in like condition, condition and repair, reasonable wear and tear expected.

19. The Vendor shall publicly display in a conspicuous place at the concession area a neat and legible sign listing rates, prices and charges for all products and services,.

20. The Vendor shall be responsible for providing quality products and services at a reasonable price to park visitors.

21. The Vendor shall establish and maintain books of account and records of all operations and establish systems of bookkeeping, records and accounting in a manner satisfactory to the Division.

22. The Vendor and all staff shall be First Aid and CPR (pediatric and adult) certified. Certification must be from a hands-on course. No on-line only certifications will be acceptable.

23. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards.

24. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal and State statutes, codes, ordinances, resolutions and other regulations.

25. Vendor shall have all customers sign a safety and informational waiver noting the inherent risks of offered activities and safety precautions/procedures. The Division shall approve any waivers to use.

26. Vendor agrees to abide by the Division of Delaware Parks and Recreation's vehicular rules and regulations, (as provided on the state's official website: www.destateparks.com/rules), including but not limited to the following:

a. Vehicles (including tractors, golf carts, mopeds, all-terrain vehicles, etc.):

1. Vehicles will only be permitted on approved roads within each of the Park location(s) or

areas specifically designated by the Division for such purpose.

2. Vehicles are not allowed on paved pedestrian trails/paths or paved walkways.

3. Vehicles are not permitted to cut across lawns or gardens.

4. Vendor, their employees, subcontractors and customers shall park their vehicles only in the designated parking lot or area. No parking is permitted under the trees, on the lawn or any landscaped area of the Park.

27. Vendor, their employees and volunteers shall wear staff clothing that identifies them as the Public Outdoor Recreation Services Program employee, guide or instructor.

28. Vendor shall be responsible in employing only competent, mature and orderly employees and ensure their employees shall keep themselves neat and clean and be courteous to all visitors and patrons of the Park. Further, Vendor and its employees will not use improper language, behave in a boisterous manner nor engage in any unlawful or unbecoming conduct during the course of their employment by the Vendor. Any significant visitor complaints may be considered performance deficiencies under this Contract.

29. Vendor shall repair and maintain all equipment owned by Vendor. Equipment shall be clean and safe for use by Vendor customers and in maintained in proper serviceable condition at all times.

30. Vendor shall provide maintenance of the operation area, including removal of all debris to ensure accessible for handicap visitors, in compliance with Americans with Disabilities Act (ADA) laws and legislation.

31. Vendor and their employees shall at all times generate and maintain an inviting atmosphere within the designated location for customers of the Park. Any significant visitor complaints may be considered performance deficiencies under this Contract.

32. Vendor must publically display in a conspicuous place a neat and legible sign listing hours of operation, rates, prices and charges for all products for rent or sale and services.

33. Vendor shall be responsible for providing quality equipment, products, limited retail items and services included in this request for proposal at a reasonable price, in addition to providing excellent customer service to Park visitors.

34. At the end of the contract term or at the request of the Division, Vendor shall ensure that all facilities and/or equipment provided by the Division are returned to the Division in good order, reasonable wear and tear expected. Failure to return such facilities to its natural state or return equipment to the Division at the end of the Contract term may result in the Division billing Vendor, as applicable.

35. Upon expiration of the Contract period, Vendor shall remove all equipment and inventory furnished by Vendor, provided all fees have been paid. Any equipment, inventory and/or personal property left on the premises beyond thirty (30) days from the expiration of the Contract shall become the property of the Division.

36. If the Division does not provide storage for Vendor equipment, then Vendor shall be responsible for installing temporary storage at the beginning of the season. All temporary storage must be removed at the end of the season. All temporary and portable storage must be approved by the Division.

U. Modifications to Park Facilities:

1. Vendor may make alterations, modifications, additions or improvements to the contracted premises and facilities with prior Division approval of the design, development, timeline and approved plans. **No work shall commence until Vendor receives the Division's approval and consent in writing. All costs for any approved alterations, modifications, additions, or improvements shall be the responsibility of the Vendor, unless the Division consents to share a portion of said costs or provide necessary materials and/or labor.** Vendor shall submit a proposed layout of the operation and a description of any alterations or modifications which are contemplated to set up the operation. Vendor is responsible for obtaining any work permits, adhering to state and local ordinances, code and regulations at Vendor's expense. Additional requirements based on state and local ordinances, code and regulations may be required and shall be the responsibility of the Vendor. Vendor shall coordinate any subcontractor access to the Park with the Park Management. **Any award associated with capital investment/improvements shall result in the Division's ownership of all capital improvements executed during the life of the contract at the point of expiration and/or termination.**

2. All improvements shall be approved by the Division in writing. Vendor shall be responsible for funding in excess of what the Division can contribute. The Vendor shall be responsible for all permitting, fees and any related expenses resulting from capital improvement plans submitted by the Vendor. **Any tiered cost proposal for annual gross receipt payments to the Division shall show detailed Return on Investment as part of the methodology.**

V. Damage to Park Facilities:

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

W. Waiver of Damages:

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

X. Division Responsibilities:

1. The Division reserves the right to enlarge, close and/or reduce the size of the operation for the purposes of improvement, repair, construction or any other legitimate purpose including the hosting of a special event or adding pavilions which may restrict flow of business and onsite parking. It is understood that any of the above actions shall not entitle Vendor to any reduction or suspension of the Contract or fees unless otherwise approved by the Division.

2. The Division shall be responsible for the major utility and structural repairs and exterior Maintenance of the Park facilities. In the event of an immediate repair need or request from the Vendor, the Division shall be the sole determining authority of prioritizing, scheduling and repair. Division shall bill Vendor for the monthly water use charges used in the performance of the operation services.

3. The Division may perform maintenance tasks which are the responsibility of the Vendor for which the Division shall charge the Vendor a fee based upon actual costs for labor and materials. Requests for said maintenance tasks shall be submitted in writing by the Vendor and approved by the Division prior to commencement of work.

4. The areas to be included by the Division include:

a. A 3000 square foot house with a front porch, 4 bedrooms, 2 bathrooms, a large kitchen, living room, dining room, a large den, and a half-basement. The house is on a septic system. Water is provided by Artesian Water Co. and shall be invoiced monthly by the park as stated in - Utilities.

b. A garage that has been converted to one apartment and a tack shop.

c. A small barn with 9 stalls.

d. A 40x100 foot barn with a tack room and capable of storing approximately 1000 bales of hay.

e. Approximately 14 acres of partially fenced-in land that includes a practice ring.

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APPENDIX B
Pricing Spreadsheet

Refer to the Pricing Spreadsheet included in this RFP posting available at http://bids.delaware.gov/.

APPENDIX C
Equestrian Requirements

I. EQUESTRIAN REQUIREMENTS

A. While Equestrian operations are not required by this RFP, Vendor(s) submitting a bid proposal with an Equestrian operation included shall include that in their Action Plan and Animal Care Plan. Any Equestrian operation shall comply with the following standards which are consistent with the current operation and includes minimum requirements of the Division:

1. The Equestrian Center may offer trail rides which take riders through Delaware's scenic Lums Pond wildlife areas, which may also include access to longer trails at the C&D Canal. Horses used for trail rides should be safe for their purpose of use for beginner riders. Other offerings shall include riding lessons for all ages, birthday parties, school field trips and a summer day camp program. Additional programs and ideas including 4-H & FFA groups, Mom & Baby Programs, petting zoos, agriculture education, horse camping and/or horse hotels, etc. are also welcome.

2. The program may also provide special equestrian events, horses and carriage rides for special programs or events sponsored by the Division, offer same day equestrian programs to visitors of the park and boarding in accordance with the terms and conditions set forth in the contract. The successful vendor shall not house more than a total of fourteen (14) horses and/or ponies including boarded horses at the equestrian facility. **The exception to this would be if the awarded Vendor made capital improvements to expand the size of the operation and allow additional horses. If this is planned, Vendor shall include this in their proposal.**

3. Additional items such as tack and related riding equipment, horse care supplies, retail items, hay and straw may be sold with approval from the Division. With the approval of the Division, prepackaged snack foods, canned sodas or other non-alcoholic beverages may also be included in this service. The Vendor agrees to withdraw from sale or rent any items disapproved by the Division.

4. The Vendor shall be required to furnish and install the necessary equipment, if not provided, at the facility for the operation of an equestrian program in order to provide the specified service.

5. The Vendor shall be required to supply and maintain in good health all horses involved in the equestrian program. Equines shall possess the temperament needed for their stated use.

6. All of the equipment and fixtures used in the concession operation shall be subject to approval by the Division and Department of Agriculture, if applicable, as to their workability, appearance, appropriateness and compliance with all applicable codes.

7. Mowing and dragging of paddock areas and riding rings is required. Mowing shall be accomplished at least every two (2) weeks and dragging shall be accomplished every week.

8. Daily cleaning of stalls, barns, tack rooms, lounges, office and any other space furnished by the Division and designated for use by Vendor.

9. Deposit all manure/bedding collected from stalls in the manure bunkers. Dispose of all manure/bedding from the equestrian center operation, off state property, when bedding is no more than ¾ full. Manure spreading is permitted and must follow Department of Agriculture regulations.

10. Provide adequate materials to ensure good footing in riding areas and pastures.

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APPENDIX D
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), DelDOT, 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 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 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, DelDOT 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.

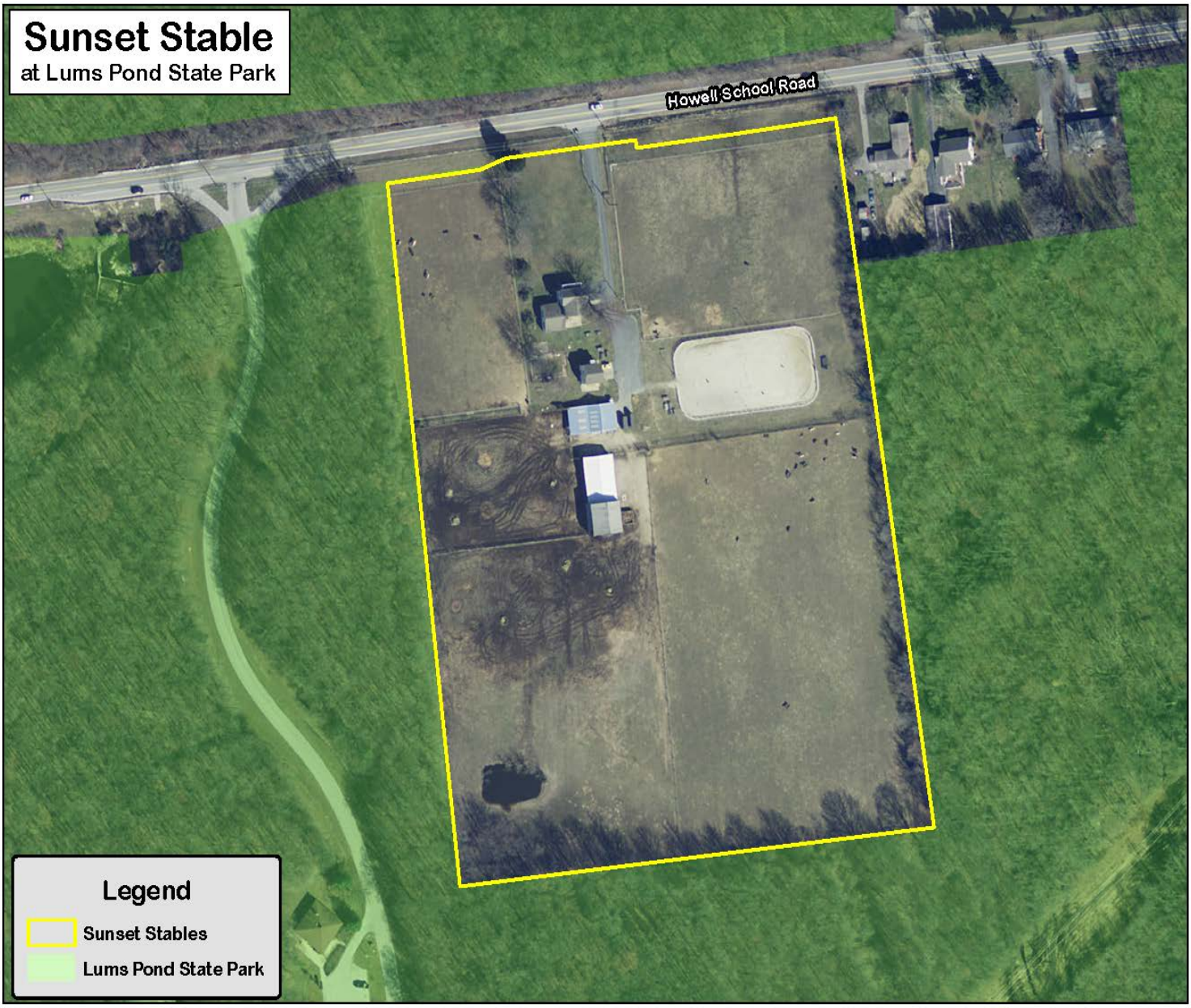
3. All environmental compliance issues (asbestos abatement, underground storage tank, etc.) will require approval from the Chief of Engineering and Operations.

4. The Architectural Accessibility Board will issue an approval/disapproval letter indicating that the plans and specifications comply with State accessibility standards.

STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation

APPENDIX E

Site Photos



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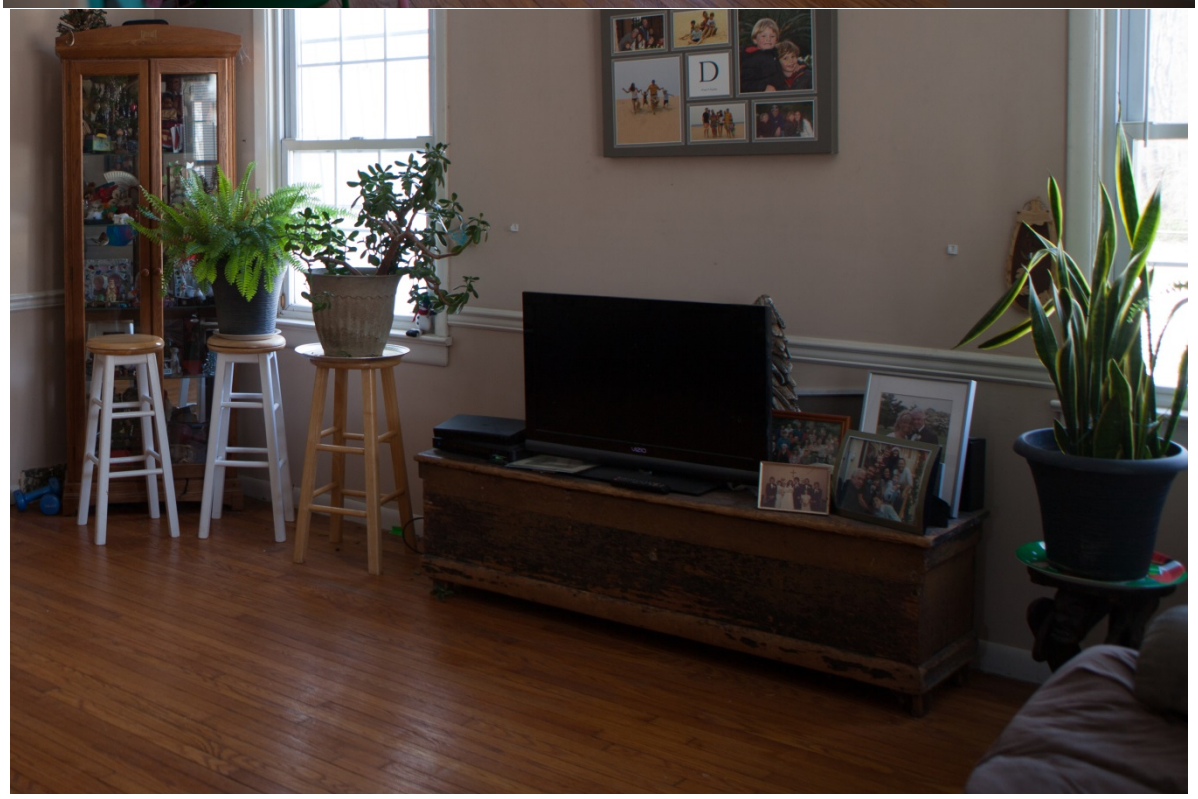
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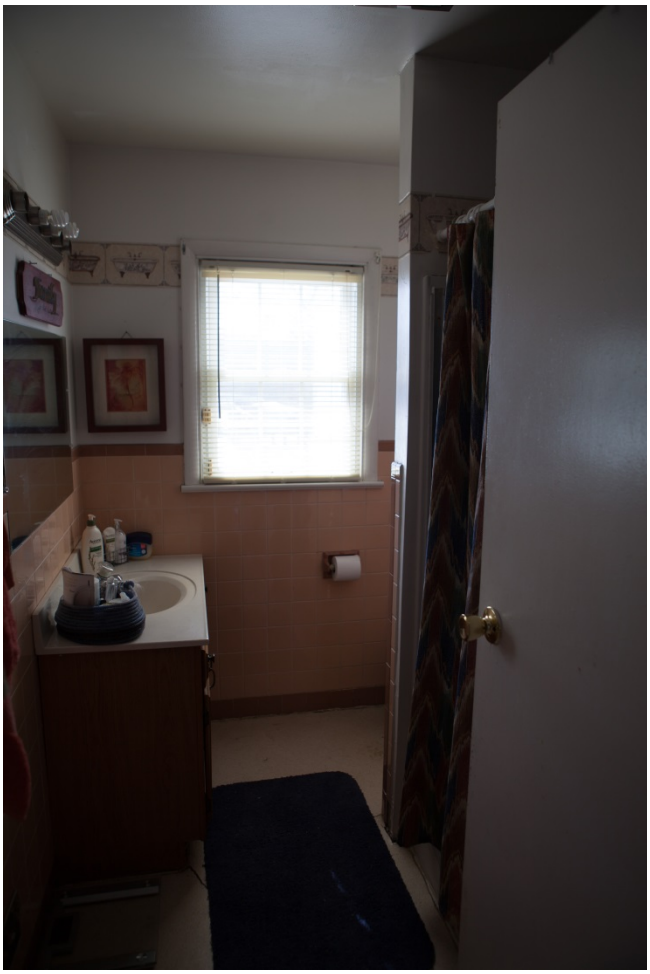

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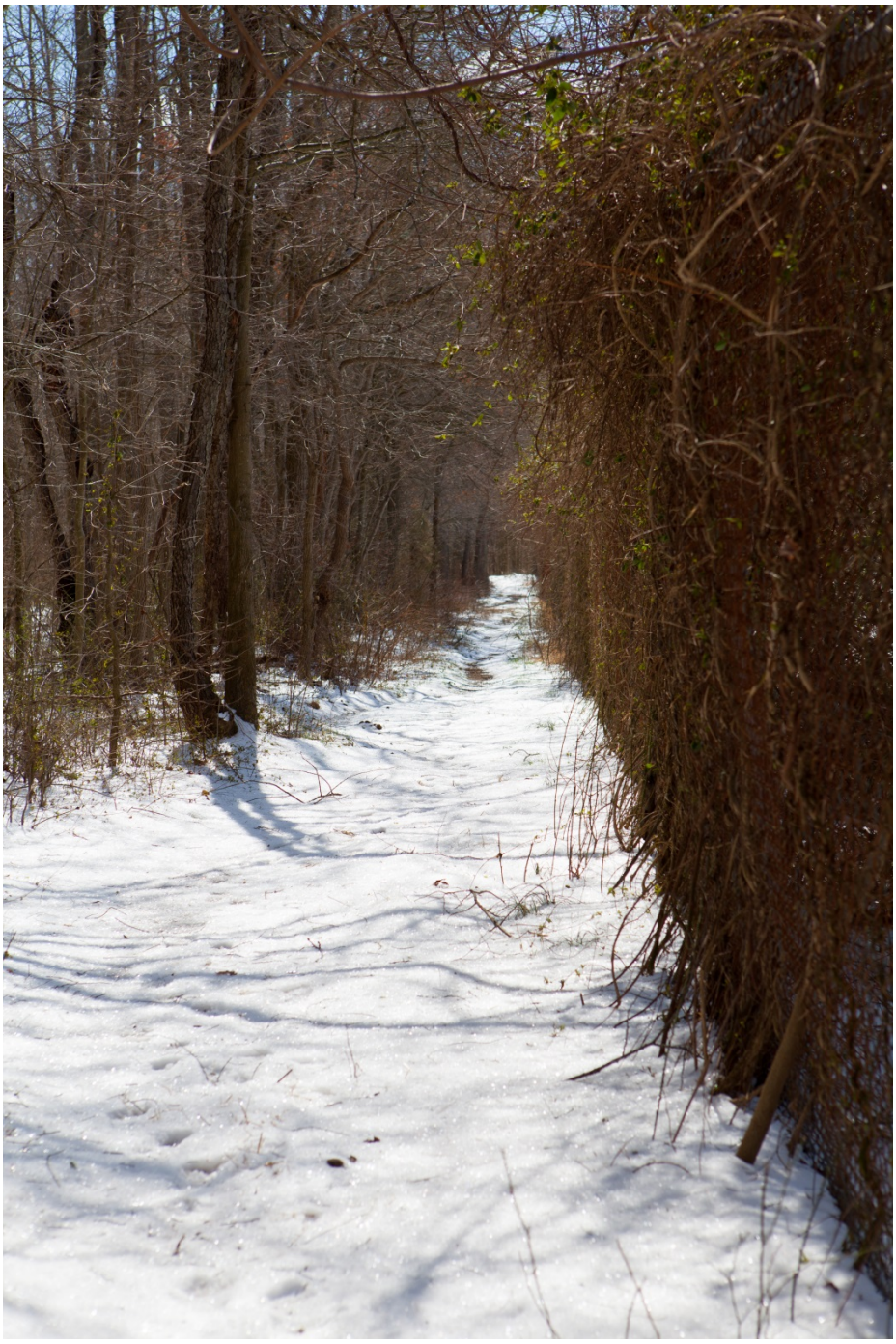

APPENDIX F

Delaware State Parks Programming

Vendor(s) proposal shall "compliment", not conflict with existing programming run by the Division. Information on Delaware State Parks Programming is available at:
http://www.destateparks.com/programs/index.asp

APPENDIX G

Division Highlight Outreach Brochure

As part of the Division's Outreach for this request for proposal, the Division has a Highlight Outreach Brochure available for viewing at: www.destateparks.com/business