



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

April 12, 2019

ISSUED BY: PATRICIA TANNER
PARALEGAL III
302-739-9224

SUBJECT: **AWARD NOTICE**
CONTRACT NO. NAT18006_CAUFFIEL ESTATE
FACILITY MANAGEMENT FOR EVENTS, CATERING, OR FOOD SERVICES AT
CAUFFIEL ESTATE

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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The Vendor's contract shall be valid from April 1, 2019 to June 30, 2029. Contract may be renewed through negotiation between the Vendor and the Division of Parks and Recreation for periods not to exceed a total of ten (10) years. 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 Contract(s) that shall not exceed twenty-five (25) years, if the 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 (3) months after the term of the full Contract has been completed. In the event of an extended re-procurement effort and the Contract's available renewal options have been exhausted, Division of Parks and Recreation reserves the right to extend the Contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the Division and the Vendor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new Contract.

2. VENDOR

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Vendor Name: Jeffrey A. Miller Catering Co. Address: 20 South Union Avenue Lansdowne, PA 19050 Primary Contact Name: Jeffrey Miller Phone: 610-622-3700 Email: jeff@vendorcater.com
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3. VENDOR'S CONCEPT

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The Vendor's specific plan at Cauffiel Estate is to improve and update the property so that it can be utilized as a special event venue. In particular, Vendor will rehabilitate the barn, bringing it up to code so that it may be used for wedding ceremonies and other private and corporate receptions. The Vendor will extend the rear terrace and add a small tent to create a covered area for cocktails. Finally, the Vendor will bring additional power and utilities to the garage and set up a warming pantry to allow for food service. With these improvements, and the marketing and management expertise Vendor brings to the operation, they are confident that they can develop a business that will serve the community, provide local jobs, bring visitors to Cauffiel Estate, and expand awareness of this beautiful property.

With the renovation of the barn, and the addition of landscaping and tenting, Cauffiel Estate will be suitable for a range of other community uses. Vendor proposes the following events and activities:

- Outdoor Jazz or classical concerts in the ruins with a rain option in the tent
- Art or craft shows –in the tent, as fundraisers for friends’ groups
- Corporate meetings or summer family outings
- Local school proms, anniversary, sweet sixteen, bridal shower receptions
- Outdoor yoga classes
- Community Easter egg hunts
- Corporate holiday parties

With the improvements Vendor proposes, there would be a huge increase in local use of the grounds and the building, greatly increasing the value of the property to residents.

4. CONTRACT FEES

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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 and 5% of gross receipts.**

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

All Contract Fees shall be sent to:

State of Delaware/DNREC
Division of Parks and Recreation/Office of Business Services
NAT18006_CAUFFIEL ESTATE
89 Kings Highway
Dover, DE 19901

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 owed. This provision is in no way a waiver of the Vendor’s obligation to make payments when they are due.

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.

Vendor will not pay the daily Park entrance fees for participation in providing Facility Management for Events, Catering, or Food Services at Cauffiel Estate. It is the expectation of the Division that all visitors to Delaware State Parks, except those attending an event during which there is a paid site rental, pay daily entrance fees where applicable or procure an annual park pass.

5. PURCHASE ORDERS/COST SHARE

The Division is engaging in a cost share for approved capital improvements that compliment Cauffiel Estate and Bellevue State Park. Cost share is defined as the Division creating a purchase order and paying for partial elements of an approved capital improvement.

The Division is funded for FY2019 and is allocating \$150,000 in project specific funds in a reserve account specifically for Cauffiel Estate. The Division will process a purchase order to Vendor in the amount of \$150,000 and Vendor shall submit proof of approved expense payment for approved services/work for which the Division will reimburse after invoices are received and verified. The Division shall pay 50% of invoiced expenses received not to exceed the \$150,000 cost share. This expense payment structure will initiate immediately after the initial terms begin and construction/work is required to be completed by the beginning of summer 2020.

Vendor must make full contribution and investment in the amount of \$325,000 as the Division is agreeing to the fully requested cost share of \$150,000. In the event that Vendor finalizes their projects at a lesser amount, the remainder of their contribution and investment shall be placed in an improvement fund with Delaware State Parks for spending on site specific improvements for the duration of the contract.

Additionally, the Division will reinforce the purchase order/invoice process with standard State of Delaware language as follows:

- A purchase order 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 Vendor.
- After the award is made, the Division may forward their purchase order ("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.
 - For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.
 - Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.
 - No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.

ADDITIONAL TERMS AND CONDITIONS

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6. ORDER OF DOCUMENTS

The Definitions and General Provisions and any Special Instructions, Specifications, Final Negotiation Summary, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the Division and the Vendor. The following order of documents governs so that the former prevails over the latter:

- Contract Amendments or Addendums
- Contract
- Final Negotiation Summary
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

7. THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORICAL PROPERTIES

Vendor shall adhere to all provisions of the Final Negotiation Summary and Request for Proposal. All alterations, modifications, additions or improvements to the Contracted premises and Cauffiel Estate shall be in accordance to [The Secretary of the Interior's Standards for the Treatment of Historical Properties](#) only 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's 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. The 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.

All improvements shall be approved by the Division in writing. The Vendor shall be responsible for funding in excess of what the Division can cost share. The Vendor shall be responsible for all permitting, fees and any related expenses resulting from capital improvement plans submitted by the Vendor.

8. REQUIREMENTS

a. Reporting:

The Vendor agrees to submit to: OBS_Parks@state.de.us, the Facility Management for Events, Catering, or Food Services at Cauffiel Estate report monthly by the 15th of every month, including previous month's data and the tabulated annual gross receipts report and annual financial reports for the period of operation on or before December 31 of each year. All annual gross receipt reports and financial reports must be "Audited" by a certified public accountant prior to submission and proof of "Audit" must be included in Vendor submission.

b. Utilities:

Internet service, telephone, electric, heating oil, and/or other utilities used at Cauffiel Estate shall be solely at the Vendor's expense. The Vendor will be required to make independent arrangements for service with the local utility companies for services not provided by the park.

c. Taxes and Permits:

The 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, Liquor Licensing and other necessary permits at its own cost and expense as a result of operating as part of the services.

d. Security:

1. The Vendor shall be responsible for security of the building; its equipment, software and any credit card services while contracting with the Division.
 - a. The Division will provide the Vendor keys to the building. The Division will retain master keys for inspections and emergency access.
 - b. The Vendor shall provide the Division with security access codes to Cauffiel Estate.

e. Inspection:

The Vendor will allow free access to the operation space 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 the Vendor is responsible for services rendered are not in conformance with the Contract granted, then the Vendor shall remedy the same within five (5) working days, or a reasonable time period agreed upon between the Division and the Vendor.

f. Accounting and Reports

The 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. The 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. The 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.

g. Operating Schedule:

1. Hours of Operation at Cauffiel Estate shall be weekdays 9:00 A.M. - 4:00 P.M., weekends 10:00 A.M. – 4:00 P.M., except when special events have been scheduled beyond that time period.
2. Evening hours are limited to no later than 10:00 P.M. without prior written approval. Hours of operation may be changed with prior written approval by the Park Management.
3. The Division may, in its sole discretion, close the operation temporarily for repairs as needed, or permanently with prior notice to the Vendor. The Division shall provide immediate notice as soon as any need for closure is identified. The Division is defining “the operation” as Cauffiel Estate and any necessary components or facilities or any access thereto.
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.
5. The Division shall be allotted a minimum of fifteen (15) uses of Cauffiel Estate per year scheduled in advance with Vendor, based on availability, for Division or State meetings and activities, and for interpretive services which may include private tours, educational programs and special events. These uses shall be at no charge. No more than one (1) of these uses by the Division shall take place or continue after any Saturday at 2:00 P.M., nor more than two (2) on a Friday after 4:00 P.M., nor more than two (2) on Sundays.
 - a. The Division and the awarded Vendor will agree on specific dates and/or times at the beginning of the calendar year.

h. Trash Removal and Use of Recyclable Products:

1. The Vendor shall provide trash cans inside the operation area for the public's use and will be responsible for depositing the trash in a Vendor-provided dumpster at the end of each day, conforming with all rules and regulations pertaining to sanitation and safety as written the Delaware Food Code and administered by the Delaware Division of Public Health. All rubbish, refuse garbage and debris collected by the Vendor shall be deposited in containers provided by a local waste management service approved by the Division of Parks and Recreation. The Vendor is responsible for arranging placement and removal of waste dumpster and any expenses incurred for waste management services.
2. The Division shall provide a location for a Vendor-provided dumpster. The Vendor must ensure that dumpster area is kept clean and that dumpster is serviced/trash removed consistently to ensure that odors and debris are managed and are acceptable for park standards.
3. The Vendor shall patrol for litter and trash in and around Cauffiel Estate area multiple times daily and as-needed to ensure that the State Park remains in pristine condition.

Failure to keep Cauffiel Estate area in an optimal state of cleanliness shall be considered a significant performance deficiency under this Contract.

4. The Vendor shall be responsible for plowing in Cauffiel Estate parking lot. The Vendor shall be responsible for the shoveling and treatment of Cauffiel Estate and surrounded grounds, sidewalks and parking spaces included in Vendor's Contract. This excludes the staff housing and surrounding grounds on the property.

i. Emergencies:

The 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).

j. Parking:

Parking spaces for the Vendor and their employees will be assigned by the Park Superintendent. Cauffiel Estate's paved parking lot holds 50 vehicles with an overflow parking lawn which holds 50 vehicles. The Vendor has the potential ability to work with surrounding businesses to obtain additional parking. Further discussion with the local community would be the responsibility of the Vendor.

k. Limitations:

The Vendor shall have an exclusive franchise as the sole daily business Vendor for providing Facility Management for Events, Catering or Food Services at Cauffiel Estate. The Division shall not take any action to interfere with the rights granted hereunder so long as the Vendor shall faithfully conform to all the provisions herein. The Division and the awarded Vendor will agree on specific dates and/or times at the beginning of the calendar year for events and activities run by the Division at Cauffiel Estate.

l. Marketing and Promotion Plans; Signs and Advertising:

1. The 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 individual state parks or facilities. Copies of the publications promoting Cauffiel Estate shall be made available to the Park Management for distribution.
2. The Vendor agrees not to use signs or any other means of soliciting business without the initial approval of the Division. Logos, advertisement examples and Marketing Plan shall be submitted to the Division for approval prior to publication and all publications must include "at Bellevue State Park," or "At Cauffiel Estate". The Vendor shall not be required to submit every subsequent advertisement or special promotion provided that Vendor remains within the same theme.

3. At no time shall Vendor post or advertise media containing negative or controversial information that could be damaging to the Division or the State of Delaware.
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 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 the Vendor's operation and any packaged products will be displayed or permitted anywhere in Bellevue State Park 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. amenities/items being sold, etc.).

m. 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.

n. Quality and Pricing:

1. The Vendor warrants that all products and services offered by it to the public shall be of the highest quality and consistent with quality specifications provided herein.
2. The 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. All price changes shall be subject to the prior written approval of the Division. As long as price changes are reasonable and fair, the Division will not object.
3. The Vendor shall submit a detailed price list to the Division annually, with a schedule of products and services to be offered and the prices to be charged for each product or service. The Vendor agrees to offer only such products and services 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. As long as price changes are reasonable and fair, the Division will not object.
4. If, in the sole discretion 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.

o. Vendor Responsibilities:

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The Vendor will be granted the right to provide Facility Management for Events, Catering or Food Services and/or Overnight Accommodations at Cauffiel Estate within Bellevue State Park. Vendor's responsibilities under a Contract with the Division shall include the following:

1. The Vendor shall provide Facility Management for Events, Catering or Food Services and/or Overnight Accommodations at Cauffiel Estate within Bellevue State Park. Events shall include, but are not limited to: weddings, meetings, holiday parties, private parties, public events, festivals and overnight accommodations including a bed & breakfast.
2. The Vendor shall provide onsite presence during events and by appointment. However, the Division may provide volunteers or staff to provide tours to any unscheduled visitors that may arrive on the property.
3. The Vendor shall be required to furnish and install the necessary equipment, if not provided by the Division at Cauffiel Estate, for the specified Events, Catering or Food Services and/or Overnight Accommodations. The existing concession facility includes the entire mansion and equipment listed under DIVISION RESPONSIBILITIES.
4. 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 and the State Fire Marshal, if applicable, as to their workability, appearance, appropriateness, and compliance with codes.
5. All outdoor furniture must fit the site aesthetics and/or be historically appropriate (e.g. wrought iron).
6. The Vendor shall be ADA (American Disabilities Act) compliant and include options for ADA programing.
7. The Vendor must furnish a cash register or Point of Sale System (preferable) for open-to-the-public events only, with accumulating daily totals to record all customer sales and receipts collected to complete the Usage Reports.
8. The Vendor shall provide regular cleaning after Vendor scheduled events. The Division will charge the Vendor \$200/hr for any excessive cleaning required by the Division for Vendor's failure to clean properly. The Division reserves the sole right to determine cleanliness of site. Cleaning may include, but is not limited to: periodic wall scrubs, window cleaning, and power washing.
9. The Vendor shall be responsible for landscaping and care of the immediate area surrounding the building and parking lots. Division standards must be met.
10. The Vendor shall repair and maintain all food service equipment owned by Vendor. The Vendor shall be responsible for the repair/replacement of Division equipment. Once exhausted, damaged or past life-cycle, the Vendor will replace. The Vendor must coordinate with Park Management before replacing or disposing of any Division owned equipment. Equipment replaced by the Vendor is considered Division property and is owned by the Division.

11. Quarterly inspections shall be conducted by the Division. Any deficiencies will be resolved per the Divisions request.
12. The Vendor is responsible, at their expense, for the repairs and maintenance of interior building fixtures and utilities (e.g. door locks, light bulbs, water faucets, or clogged sinks, etc.). Historical standards shall be adhered to where applicable. <https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>. Division shall be responsible for the maintenance of plumbing and electrical wiring within the walls, as well as existing circuit boxes, HVAC systems, the roof, and all structural components of the building. This applies to maintenance of existing structure/system. Any new HVAC installation is responsibility of the Vendor.
13. The Vendor is responsible, at their expense, for installing necessary equipment for daily operations including but not limited to a Hood Exhaust system, unless warming activities planned by the vendor shall not require the installation of such an exhaust system. The Vendor is responsible for the repairs and/or maintenance of all systems annually or earlier if requested by the Division and for the install and oversight of the Fire Suppression System at Cauffiel Estate.
14. The Vendor and its employees shall at all times generate and maintain an inviting atmosphere at Cauffiel Estate and its surrounding grounds. Any significant visitor complaints may be considered performance deficiencies under this Contract.
15. The Vendor shall be responsible for providing quality food products and services at a reasonable price, in addition to providing excellent customer service to Park visitors.
16. The 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. Delaware State Parks are directly represented by the Vendor in their service offerings and the highest level of service to patrons is expected under this Contract.
17. The Vendor shall be fully responsible for its subcontractors and its agents during the term of this Contract.
18. For any instance of inappropriate customer behavior the Vendor cannot manage effectively, the Vendor shall immediately report behavior to Park Enforcement.
19. The Vendor shall ensure that no alcoholic beverages leave Cauffiel Estate or immediate surrounding grounds at any time.
20. At the end of the Contract term or at the request of the Division, the 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.

21. The Vendor shall provide pricing packages for special event rentals, which will be available on premises, and post prices conspicuously for events open to the public.
22. 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.
23. The 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. Upon expiration of the Contract period, Vendor shall remove all equipment and inventory furnished by the 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.
26. The 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.):
 - i. 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.
 - ii. Vehicles are not allowed on paved pedestrian trails/paths or paved walkways.
 - iii. Vehicles are not permitted to cut across lawns or gardens. However, Vendor shall have the ability to drive golf carts on the lawns for the purposes of transporting disabled or elderly guests, and equipment around the grounds, and shall be responsible for repairing damage, if any, to the lawns or grounds.
 - iv. The 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.

p. Modifications to Park Facilities:

1. The Vendor may make alterations, modifications, additions or improvements to the Contracted premises and Cauffiel Estate in accordance to The Secretary of the Interior's Standards for the Treatment of Historical Properties only 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. The 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. The 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. The 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. The Vendor shall be responsible for funding in excess of what the Division can cost share. The Vendor shall be responsible for all permitting, fees and any related expenses resulting from capital improvement plans submitted by the Vendor.

q. Damage to Park Facilities:

1. In the event State property or facilities are damaged in any way whatsoever by reason of any act or omission of the Vendor or its employees, Vendor shall repair at its own cost and expense the facility or property so damaged. Upon the failure of the 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 the Vendor and deliver a detailed invoice to Vendor which will be due and payable within thirty (30) days of the date of the invoice.
2. The Vendor shall be responsible for ensuring that any Artwork or Display items are not damaged during Vendor events and activities. The Division encourages the Vendor to work with our programming and interpretive staff on incorporating Artwork/Displays into Vendor functions.

r. Waiver of Damages:

The 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.

9. SHUT DOWN (NON-WEATHER EMERGENCY/ACT OF GOD)

If the State of Delaware is shut down (non-weather emergency or Act of God), Vendor will have the ability to operate.

10. HOLD HARMLESS

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

11. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Vendor. 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.

12. 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.

13. DIVISION RESPONSIBILITIES

The Division shall:

- a. The Division reserves the right to enlarge, close and/or reduce the size of any area for the purposes of improvement, repair, construction or any other legitimate purpose. It is understood that any of the above actions shall not entitle Vendor to any reduction or suspension of the Contract or fees unless otherwise approved by the Division.
- b. The Division shall be responsible for the major utility and structural repairs and exterior maintenance of the Park facilities. Division shall be responsible for water and sewer services.
- c. 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.
- d. The Division shall provide the following equipment in "as is" condition for the Vendor's use. When equipment is unserviceable or exhausted, the Vendor will repair or replace at the Vendor's expense. Division reserves the right of approval of all equipment replacements.
 - i Three-Compartment Sink
 - ii Hand sink
 - iii GE Microwave
 - iv Commercial Refrigerator:
 - Continental Double Door MD2R
 - Cabinet: 115 volts / 60 hz / 1.90 amps
 - Conditioning Unit: 115 volts / 60hz / 4.60 amps
 - v Commercial Dishwasher:
 - Depth: 24" Width: 23-7/16"
 - Height: 33-5/16"

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- Max load height: 13"
 - Total cycle: 2-3 mins.
 - .8 gal water / rack
 - 24/16 gal. water / hr
 - 30/20 racks / hr
 - 6.87 gal. water / hr
- vi Stainless Counter Tops
- vii Stereo System:
- JBL Speaker System
 - Samson Stereo Amplifier w/ audio jack
 - Denon Stereo CD Player
 - Microphone
- viii Taskmaster Heater:
- 240 volts
 - 42.2/24.6 amp
 - 1/3 phase
- e. When the equipment is exhausted, damaged or past life-cycle, **the Vendor shall repair or replace at the Vendor's expense.** The Vendor must coordinate with Park Management before replacing or disposing of any Division owned equipment. Equipment replaced by the Vendor is considered Division property and is owned by the Division.
- f. Division shall be responsible for the maintenance of plumbing and electrical wiring within the walls, as well as existing circuit boxes, HVAC systems, the roof, and all structural components of the building. However, this applies to maintenance of existing structure/system. Any new HVAC installation on 2nd floor or 3rd floor is responsibility of the Vendor.