

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
FOR
GOLF COURSE MANAGEMENT AND OPERATIONS**

**ISSUED BY DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL
CONTROL, DIVISION OF PARKS AND RECREATION**

CONTRACT NUMBER NAT22006_GOLF CONCESSION

Contents:

- I. Overview
- II. Scope of Services
- III. Required Information
- IV. Professional Services RFP Administrative Information
- V. Contract Terms and Conditions
- VI. RFP Miscellaneous Information
- VII. Attachments
- Appendix A - SCOPE OF WORK AND TECHNICAL REQUIREMENTS
- Exhibit A – Course and Facility Maintenance Standards
- Exhibit B – Historical Contract Revenue and Data (B-1/B-2/B-3/B-4/B-5)
- Exhibit C – Inventory (C-1 Deerfield/C-2 Garrisons)
- Exhibit D – Contract Sample Template
- Exhibit E – Best Management Practices for Delaware Golf Courses, March 2019
- Exhibit F– Specifications and Additional Information

**** [Ctrl+Click on the headings above will take you directly to the section.](#)**

I. Overview

DNREC Department of Natural Resources and Environmental Control, Division of Parks and Recreation (“DNREC”), seeks professional services for a Vendor/Firm to provide Operation and Management for the Deerfield Golf Club located in Newark, Delaware and for Garrison’s Lake Golf Course located in Smyrna, Delaware. This Request for Proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

Activity	Due Date
Public Notice	Wednesday, November 23, 2022
Mandatory meetings/site visits	Friday, December 9, 2022
Deadline for Questions Due	Monday, January 9, 2023
Response to Questions Posted	Monday, January 23, 2023
Deadline for Receipt of Proposals	Monday, February 13, 2023
Oral Presentations/Interviews with Select Vendors	Estimated week of March 6, 2023
Estimated Notification of Award	Estimated April 2023
Commencement of Contract	January 1, 2024 (unless otherwise negotiated)

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

DNREC reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PREBID MEETINGS AND SITE VISITS

On **December 9, 2022**, **MANDATORY PREBID** meetings and site visits will be held at both clubhouses, **9:00 AM at the Clubhouse at Deerfield Golf Course (507 Thompson Station Road, Newark, DE 19711)** and **2:00 PM at the Pavilion at Garrison's Lake Golf Course (101 W Fairways Circle, Smyrna, DE 19977)** to review the RFP requirements and tour the golf courses and facilities. Representatives of Morningstar Golf and Hospitality, LLC ("Morningstar"), a consultant that DNREC has contracted with to assist with the RFP process and DNREC will be present to answer any questions regarding the services requested or Proposal procedures.

During the site visit, each potential Vendor will have the opportunity to acquaint and familiarize itself with the conditions of the facilities as they exist, and the character of the operation to be carried out under the resulting Contract. Any addendums or amendments to the RFP will be posted on the <http://bids.delaware.gov/> bid website.

Only Vendors in attendance at both prebid meetings, evidenced by a registration sign-in sheet, will be considered for award (non-attendee proposals will be disqualified and not considered for further evaluation).

Revisits – Vendors wishing to revisit one or both golf courses **after** the Mandatory Prebid and Site Visit and **prior to the bid submission deadline** may schedule visits through Morningstar Golf, LLC in coordination with the current operator, to minimize any disruption to activities at the facilities. **No questions will be answered during a Revisit. A Revisit is only additional review of the Facilities.** Additionally, DNREC cannot guarantee a Revisit and they will be handled first-come/first-serve, and subject to availability. **Reminder, no questions will be**

answered at a Revisit to ensure a fair bid process for all interested Vendors. All questions should be submitted via the Q&A process included herein.

II. Scope of Services

A. Overview

DNREC is seeking Proposals from qualified firms (“Vendor”) to provide full Concession, Operations and Management Services (“Contract”) for The Deerfield Golf Club located in Newark, Delaware and Garrison’s Lake Golf Course located in Smyrna, Delaware. The successful Vendor will operate both golf courses and their appurtenant facilities, the golf pro shops, banquet rooms, bars, restaurants and conference facilities as well as Rankin House, a four-bedroom historic house located at Deerfield (collectively for both properties, the “Facility”). The Term of the Contract will be fifteen (15) years, with a potential ten (10) year extension at DNREC’s option.

Preference will be given to Vendors that can demonstrate a comprehensive proposal for all operational areas of the Facility. Vendors with an expertise in one area, such as either food/beverage or golf operations may submit a proposal with a joint-venture partner. Joint venture submissions will be submitted as included herein and only under the Prime Vendor.

It is recommended that Vendor adhere to Best Management Practices for Delaware Golf Courses, dated March 2019 as described herein, or a similar quality comparable course operation model.

Morningstar Golf and Hospitality, LLC is a golf industry management and consulting firm that has been retained by DNREC to coordinate this RFP process and assist with the proposal evaluations. Morningstar will not submit a bid for this RFP. In cases where current or former clients of Morningstar submit proposals under this RFP, Morningstar will recuse itself from the evaluation process. DNREC will make all decisions regarding the evaluation of proposals and the awarding of the Contract.

Delaware State Parks is an award-winning park system and places great importance on low-impact golf course maintenance practices. **Vendors will be required to maintain the Facility’s participation as an Audubon Cooperative Sanctuary golf course and utilize integrated pest management practices.**

Full Scope of Work and Technical Requirements for this RFP are included in **Appendix A.**

B. Background and Pending Improvements

1. Deerfield Golf Club (“Deerfield”)

Deerfield Golf Club is a high-quality facility that was formerly known as Louviers Country Club. Once owned by the DuPont company, Deerfield served as an amenity for DuPont employees and guests. In the late 1990s, Louviers Country Club was sold to the MBNA Credit Card company who, like DuPont, utilized the facilities for employees and guest use. Under MBNA’s ownership significant improvements were made to the golf course, clubhouse and facilities, creating one of the highest-quality golf, tennis and food/beverage facilities in the Mid Atlantic. MBNA renamed the club to Deerfield Golf and Tennis Club.

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

In 2005, MBNA sold Deerfield to DNREC (“State”) for approximately \$13.5 million. The State acquired Deerfield to protect the land from development, as it is located adjacent to White Clay Creek State Park.

Deerfield is part of DNREC’s Division of Parks and Recreation’s Delaware State Park’s system at White Clay Creek State Park, and as such it is DNREC’s requirement that the Facility be accessible to all and be operated as a high-quality facility with superior customer service standards for the enjoyment of the public.

Deerfield covers approximately 145 acres and boasts a golf course measuring 6,323 yards. Assets include a state-of-the-art maintenance facility, golf pro shops, locker rooms, a cart storage facility and six (6) functional rooms ranging from a bar with seating for 42, to a grand ballroom with seating for 518. In addition, the Rankin House is a renovated four-bedroom, four-bath historic house located on the premises. The successful Vendor may utilize this building for offices, staff housing or potentially a bed and breakfast facility (as appropriate to ordinance, code and permitting). Deerfield is located at:

**507 Thompson Station Road
Newark, Delaware 19711**

Since 2006, Deerfield has been operated under a concession license agreement with Deerfield CC Management, Limited Partnership. Tennis is no longer part of the operation; however paddle courts are on the premises. The Facility has been maintained at high levels of quality by DNREC and current operator and provides the successful Vendor with an opportunity to operate a leading golf and hospitality asset in a strong metropolitan market.

Historical operational data for Deerfield is provided to Bidders and represents information reported to DNREC by the current operator. Bidders must perform their own financial and operational due diligence. No representations are being made for projected business volume.

a) Pending Capital Improvements by DNREC include: replacement of doors and windows (est. \$400K) along the back of the clubhouse. The project will be bid requiring the contractor to work with the awarded Vendor at Deerfield to minimize impact of the project on daily operations (e.g., taking out what can be replaced in a single day and limited workdays/hours). The project is currently in the design phase with construction estimated Spring 2023.

2. Garrison’s Lake Golf Course (“Garrison’s”)

Garrison’s Lake Golf Course is an 18-hole public golf course measuring 7,060 yards covering 160 acres. Originally designed by architect Ed Ault and built in 1966, the course was transferred to the Division from another State agency in the mid-2000’s and underwent a complete renovation from 2006 – 2008 under the direction of Ed’s son, Brian Ault. Since reopening the golf course, it has been under the professional management of Forewinds Garrisons Lake LLC.

Garrison’s is a par 72 layout, with four par threes, four par fives, and ten par fours. Tee boxes have been rebuilt, with seven sets of tees ranging from 3,456 yards to 7,060

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

yards to accommodate all skill levels. The Facility includes driving range/practice facilities, a pro shop and food concession building, and a new event pavilion. New cart path renovations are under way.

Garrison's is part of DNREC's Division of Parks and Recreation's Delaware State Park's system, and as such it is DNREC's requirement that the Facility be accessible to all and be operated as a high-quality facility with superior customer service standards for the enjoyment of the public.

Historical operational data for Garrison's is provided to Bidder and represents information reported to DNREC by the current operator. Bidders must perform their own financial and operational due diligence. No representations are being made for projected business volume.

a) Pending and Funded Capital Improvements by DNREC include:

- 1) Cart Barn** – (est. \$250K) The project consists of a new 6,250 square foot cart barn to house 60 electric golf carts. The building will have four (4) overhead doors and concrete sidewalks and aprons into and out of the building. The project is currently in the design phase with construction estimated Spring 2023.
- 2) Clubhouse** – (est. \$750K) The project consists of a new 4,560 square ft clubhouse. This includes space for two (2) staff offices, pro shop, restrooms, pub space with bar, and an outdoor patio. A small, conditioned office will be constructed in the maintenance shop for the course superintendent and will house the irrigation system controls. A temporary office and restrooms will be placed at the site for a temporary facility to operate the golf course during construction. The project is anticipated for the bid process in early 2023, with construction estimated Spring/Summer 2023.
- 3) Cart Path Improvements** – (ext. \$800K) The project will widen and repave the existing cart paths. Drainage issues that have contributed to the degradation of the payment will also be addressed as part of this project. This project is currently in process and ongoing.

C. Future Events and Early Commencement

Current Contracts between DNREC and the current Vendor expire December 31, 2023. In the interest of avoiding operational and economic uncertainty, especially on the part of golf course customers and members seeking to book events at the Facilities after the expiration of the current Contract (e.g., weddings), DNREC would like to award and execute this Contract in advance of the potential transition date under the current contracts. **The successful Vendor will be required to honor pre-booked (future) events under contract with the Facilities and will have an opportunity to review redacted contracts for events upon award. The awarded Vendor will be required to pay a 15% commission fee to the current operator for any pre-booked event scheduled after December 31, 2023.**

The awarded Vendor, if not the incumbent, is free to negotiate with the incumbent's principals an early commencement, under terms the current operator, awarded Vendor and DNREC find mutually acceptable, in which case, the successor operator will assume the remaining term of the incumbent's Contract with DNREC. Notwithstanding this,

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

Bidders may not interfere with the current operator's business or employer/employee relationships without permission from the current operator.

III. Required Information

The following information will be provided in each proposal. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of DNREC.

A. Minimum Requirements Vendor will provide:

1. Delaware license(s) and/or certification(s) necessary to perform services as identified in the Scope of Work and Technical Requirements.
 - a) Prior to the execution of an award document, the successful Vendor will either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.
2. Responses to the Request for Proposal ("RFP") scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Clear and concise Technical and Pricing proposals.
5. Proof of insurance and amount of insurance will be furnished to the Agency prior to the start of the contract period and will be no less than as identified in the bid solicitation.
6. Brief history of the organization, including accreditation status, if applicable.
7. Vendor's experience providing similar services. Include references on Attachment 6.
 - a) Include how DNREC will be prioritized to provide superb service with other Vendor client responsibilities and contractual obligations.
 - b) Vendors must demonstrate in their Proposal, a track record of successfully operating other facilities of similar size, scope and quality level of the Facility. In addition, Vendors should indicate if those facilities are managed on a fee-basis, pursuant to a license agreement/contract or lease, or if the properties are owned by the Vendor.
 - c) Include resumes of General Manager and Golf Course Superintendent Vendor intends on placing at the Facility, if known at the time of the proposal, as well as the direct, regional and national (if applicable) superiors to these employees.
8. For multi-partner solutions, a Joint Venture or Business Association Agreement clearly describing the responsibilities of the partners, if applicable.
9. Detailed description of any sub-contracted activity and Vendor being utilized for services under this Contract.
10. Vendor Emergency Contact Data as required in this Proposal.

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

11. Financial information for the past three (3) years for your business to include, but not limited to: balance sheets and income statements. Demonstrated financial resources to operate and maintain the Facilities properly and make ongoing improvements. The availability of both investment capital and operational capital.
12. Detailed Operational Concepts and Plans (e.g., Golf Operations (greens fees, memberships, carts, pro shop, etc., Course maintenance standards (include Audubon Cooperative Sanctuary practices), Professionals and Instructors, Tournaments and Special Events, Driving Range, Training, Merchandising, Food & Beverage, Events, Marketing, Staffing, Alcohol, Rankin House use, Transition Plan/Facility Reopening Plan, etc.).
13. Demonstrative ability to fulfill any reporting requirements.
14. Quality and detail of the overview of proposed operations, promotion and marketing services.
15. Operational schedule (minimum 7 days/week) for each area of the operation (e.g., golf, restaurant/food service, events, etc.). Any proposed deviations will be listed and also included on Attachment 3 as an exception.
16. Vendor policies with respect to tee time management, tournaments and other special events. Specify in detail any proposed membership plan(s) and how those can be offered without limiting access to the Facility by the general public.
17. Vendors Plan to provide public/state access (e.g., community groups, institutions and other organizations, including State agencies) with special consideration.
18. Detailed minimum Maintenance and Repair budget, including a reserve for capital repairs and replacement.
19. Offer to fund capital improvements at each course during the duration of the Contract; Capital improvements shall include (a) amount or percent of revenue to be used for capital improvements and method of handling capital funds and (b) definition of capital improvements including minimum dollar figure and life expectancy of improvements.
20. Samples of existing financial reports for such revenue and expenses of golf courses currently managed and a description of the accounting systems and basis (e.g., accrual or cash) used to produce the reports; identify accounting and computer system packages(s) and procedures for issuing balance sheets, income statements and other financial reports; and a sample of a current annual report.

B. 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 DNREC.

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

C. Table of Contents

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

D. 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.

If the Vendor does not have the ability to provide a service/capability specified in the RFP, their proposal may include outsourced service/capability through a subcontractor(s). The Vendor is responsible for all aspects of subcontractors performance and cost. DNREC reserves the right to require additional information about the subcontractor such as but not limited to experience, personnel, and financial strength during the bid evaluation process or during performance of the Contract. At a minimum, Attachment 5, Company Profile and Capabilities Form shall be completed and submitted.

1. General Evaluation Requirements

- a) Experience and Reputation
- b) Expertise (for the particular project under consideration)
- c) Capacity to meet requirements (size, financial condition, etc.)
- d) Location (geographical)
- e) Demonstrated ability
- f) Familiarity with public work and its requirements
- g) Distribution of work to individuals and firms or economic considerations
- h) Other criteria necessary for a quality cost-effective project

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

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

2. Obtaining Copies of the RFP

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

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to DNREC. Address all communications to the person(s) listed below;

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

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.

State of Delaware
Department of Natural Resources and Environmental Control
Division of Parks and Recreation/OBS
89 Kings Highway
Dover, DE 19901
Attn: Elizabeth LaSorte
Email: elizabeth.lasorte@delaware.gov

and/or

State of Delaware
Department of Natural Resources and Environmental Control
Division of Parks and Recreation/OBS
89 Kings Highway
Dover, DE 19901
Attn: Rebecca Lovin
Email: rebecca.lovin@delaware.gov

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

5. Consultants and Legal Counsel

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

6. Contact with State Employees

Direct contact with State of Delaware employees other than DNREC 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.

7. Organizations Ineligible to Bid

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

8. Exclusions

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

- a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;

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

- b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d) Has violated contract provisions such as:
 - 1) Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e) Has violated ethical standards set out in law or regulation; and
- f) Any other cause listed in regulations of DNREC determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. 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.

2. Proposals

To be considered, all proposals must be submitted **in writing** and respond to the items outlined in this RFP. DNREC reserves the right to reject any non-responsive or non-conforming proposals. Each proposal (**both technical and pricing**) must be submitted with **ten (10) paper copies (includes one (1) signed original)** and **two (2) electronic** copy on CD or DVD media disk, or **USB memory drive**. **Email Proposals Are Not Accepted**. The technical and pricing proposals shall be packaged with ten (10) paper copies each in a separate and sealed package with each plainly marked with the title **“Technical Proposal”** and **“Pricing Proposal”**.

All properly sealed and marked proposals are to be sent to DNREC and received no later than **1:00 PM (Local Time)** on **Monday, February 13, 2023**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Department of Natural Resources and Environmental Control
Division of Parks and Recreation/OBS
89 Kings Highway
Dover, DE 19901
Attn: Elizabeth LaSorte/NAT22006_GOLF**

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. NAT22006_GOLF CONCESSION” on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing Vendor bears the risk of

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

delays in delivery and any costs for returned proposals. 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.

3. Proposal Modifications

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

4. Proposal Costs and Expenses

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

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through December 31, 2023. DNREC reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, 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.

7. Proposal Opening

DNREC will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

There will be no public opening of proposals, but a public log will be kept of the names of all Vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

8. Non-Conforming Proposals

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

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

9. Concise Proposals

DNREC 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. DNREC's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

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

DNREC shall bear no responsibility or increase obligation for a Vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

DNREC and its constituent agencies are required to comply with DNREC Freedom of Information Act, 29 Del. C. § 10001, et seq. ("FOIA"). FOIA requires that DNREC'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. All proposals are subject to FOIA's public disclosure obligations.

DNREC wishes to create a business-friendly environment and procurement process. As such, DNREC 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, DNREC 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

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

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 in a proposal may enter the public domain.

12. Multi-Vendor Solutions (Joint Ventures)

Multi-Vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor.**" The "**prime contractor**" must be the joint venture's contact point for DNREC and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all Vendor systems. If a joint venture is proposed, a copy of the joint venture 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 DNREC, 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, Vendor shall be and remain liable for all damages to DNREC caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-Vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each Vendor.

a) Primary Vendor

DNREC expects to negotiate and contract with only one "prime Vendor". DNREC will not accept any proposals that reflect an equal teaming arrangement or from Vendors who are co-bidding on this RFP. The prime Vendor will be responsible for the management of all subcontractors.

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. DNREC will make contract payments only to the awarded Vendor. Payments to any-subcontractors are the sole responsibility of the prime Vendor (awarded Vendor).

Nothing in this section shall prohibit DNREC from the full exercise of its options under Section IV.B.18 regarding multiple source contracting.

b) Sub-contracting

The Vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, Vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major 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 DNREC.

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

c) Multiple Proposals

A primary Vendor may not participate in more than one proposal in any form. Sub-contracting Vendors may participate in multiple joint venture proposals.

13. Sub-Contracting

The Vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, Vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by DNREC.

14. 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 DNREC'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, at least ten (10) calendar days prior to the time set for opening of the proposals.

15. RFP Question and Answer Process

DNREC will allow written requests for clarification of the RFP. All questions shall be received no later than **Monday, January 9, 2023**. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **Monday, January 23, 2023**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

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

Questions not submitted electronically shall be accompanied by a CD/USB and questions shall be formatted in Microsoft Word.

16. State's Right to Reject Proposals

DNREC reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in DNREC's specifications or Vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same

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

project or on a modified project which may include portions of the originally proposed project as DNREC may deem necessary in the best interest of DNREC.

17. State's Right to Cancel Solicitation

DNREC reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. DNREC 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 DNREC. Vendor's participation in this process may result in DNREC 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 DNREC to execute a contract nor to continue negotiations. DNREC may terminate negotiations at any time and for any reason, or for no reason.

18. State's Right to Award Multiple Source Contracting

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

19. Potential Contract Overlap

Vendors shall be advised that DNREC, 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 DNREC. 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. DNREC 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 DNREC.

20. Supplemental Solicitation

DNREC reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of DNREC.

21. Notification of Withdrawal of Proposal

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

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

22. Revisions to the RFP

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

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

23. Exceptions to the RFP

Any exceptions to the RFP, or DNREC's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

24. Company Information and Capabilities

Provide full responses regarding your company and capabilities using the Company and Capabilities form (Attachment 5).

25. Business References

Provide at least three (3) business references consisting of current clients and (3) business references for contracts that were not renewed or were cancelled if applicable, using Attachment 6. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

26. Oral Presentations/Interviews

Selected vendors may be invited to make oral presentations and be interviewed by the Scoring Committee. The Vendor representative(s) attending the oral presentation/interview shall be technically qualified to respond to questions related to the proposal. All of the Vendor's costs associated with participation in oral discussions conducted for DNREC are the Vendor's responsibility.

27. Award of Contract

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

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

a) RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, DNREC will award the contract.

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

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

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

After a final selection is made, the winning Vendor will be invited to negotiate a contract with DNREC; remaining Vendors will be notified in writing of their selection status.

28. 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. **State of Delaware terms will take precedence.**

C. RFP Evaluation Process

An evaluation team composed of representatives of DNREC will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

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

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of DNREC and approved consultant(s). The Team shall determine which Vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981 and 6982](#). Professional services for this solicitation are considered under 29 *Del. C.* § 6982(b). The Team may negotiate with one or more Vendors during the same period and may, at its discretion, terminate negotiations with any or all Vendors. The Team shall make a recommendation regarding the award to the Secretary of the Department of Natural Resources and Environmental Control, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982\(b\)](#), to award a contract to the successful Vendor in the best interests of DNREC.

2. Proposal Selection Criteria

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

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

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.

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

- 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.* § [6986](#).

Criteria Scoring

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

EVALUATION CRITERIA		POINTS
1.	Background and experience (e.g., past performance on similar ventures) company history, qualifications and experience of the employees and the organization in developing/constructing, managing and operating golf courses, restaurants and banquet / conference centers, or similar business scope.	80
2.	Financial stability/resources, past performance, financials/Dun & Bradstreet report (if applicable), and references from clients where similar or like services are being or have been performed.	60
3.	Vendor's action plan (methodology and/or approach) for operating and managing public golf courses, restaurants and banquet/conference centers, including daily business operations, scheduling, customer service, operations, marketing, employee training, and alcohol management plan.	80
4.	Vendor's proposed creativity in planning, designing, and delivering a successful establishment through return on investment, capital improvements, advertising, marketing, promotions, and event planning. Include compliance with local, state, and federal requirements.	80
5.	The value of vendor's proposal to Delaware Parks (e.g., annual fees, annual percent of gross receipts from the sale of products and services), pricing and discounts.	80
6.	Extent to which Vendor agrees to the State of Delaware's contract terms and conditions and specification without taking exceptions. Vendor meeting the requirements of the RFP.	20
TOTAL SCORE		400

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

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

3. Proposal Clarification

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

4. References

The Evaluation Team 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, DNREC 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, DNREC will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations/Interviews

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

The selected Vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about their proposed capabilities.

The Vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to their proposal. All of the vendor's costs associated with participation in oral discussions and demonstrations conducted for DNREC are the vendor's responsibility.

V. Contract Terms and Conditions

A. Contract Use by Other Agencies

REF: Title 29, Chapter [6904](#)(e) Delaware Code. 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.

B. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded Vendor(s).

C. General Information

- The term of the contract between the successful Vendor and DNREC shall be for fifteen (15) years.** The contract may be renewed for one (1) ten (10) year period through negotiation between the Vendor and DNREC. Negotiation may be initiated no

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

later than ninety (90) days prior to the termination of the current agreement. DNREC reserves the right to contract up to twenty-five years.

2. The selected Vendor will be required to enter into a written agreement with DNREC. DNREC reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by DNREC. Vendors will be required to sign the contract for all services and may be required to sign additional agreements.
3. The selected Vendor or Vendors will be expected to enter negotiations with DNREC, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected Vendor's response to this RFP will be incorporated as part of any formal contract.
4. The successful Vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No Vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through DNREC Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions once it is received by the successful Vendor.
5. If the Vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another Vendor. Such Vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
6. DNREC 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.
7. Vendors are not restricted from offering lower pricing at any time during the contract term.

D. Collusion or Fraud

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

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

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

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

E. Lobbying and Gratuities

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

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

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

F. Solicitation of State Employees

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

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

G. General Contract Terms

1. Independent Contractors

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

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

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

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

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

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

3. Work Performed in a State Building

Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees. At the present time these include, but not limited to, wearing a mask in all State buildings and the policy for State employees regarding vaccination. The vaccination policy is located at <https://dhr.delaware.gov/policies/documents/covid19-vaccination-and-test-policy.pdf> . For clarity, State buildings are those owned or leased by the State.

4. Licenses and Permits

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

Prior to receiving an award, the successful Vendor shall either furnish DNREC 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,

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

Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

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

5. Notice

Any notice to DNREC required under the contract shall be sent by registered mail to:

**State of Delaware
Department of Natural Resources and Environmental Control
Division of Parks and Recreation/OBS NAT22006_GOLF
Contract No.
89 Kings Highway
Dover, DE 19901**

6. 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 DNREC, 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 DNREC, DNREC shall promptly notify the Vendor in writing and Vendor shall defend such claim, suit or action at Vendor's expense, and Vendor shall indemnify DNREC 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 DNREC 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

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

the requirements of the Contract, or only alters the Product(s) to a degree that DNREC agrees to and accepts in writing.

7. Insurance

- a)** Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Vendor in their negligent performance under this contract.

- b)** 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 DNREC.

- c)** As a part of the contract requirements, the Vendor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All Vendors must carry the following coverage:
 - 1)** Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

 - 2)** Commercial General Liability - \$1,000,000 per occurrence/\$5,000,000 per aggregate.

 - 3)** Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 - a.** \$1,000,000 combined single limit each accident, for bodily injury;

 - b.** \$250,000 for property damage to others;

 - c.** \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;

 - d.** \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* §2118; and

 - e.** Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

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

- 4) Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
 - 5) Professional Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
 - 6) Liquor Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
 - 7) Pollution Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
- d) Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
- e) Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with DNREC. The certificate holder is as follows:

State of Delaware
Department of Natural Resources and Environmental Control
Division of Parks and Recreation/OBS
Contract No.
89 Kings Highway
Dover, DE 19901

- f) Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.
- g) To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, DNREC's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.
- h) In no event shall DNREC be named as an additional insured on any policy required under this agreement.**
- i) The Vendor shall provide a Certificate of Insurance (COI) as proof that the Vendor has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the awarded Vendor(s).

8. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

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

9. Bid Bond

Each bidder shall furnish a Bid Bond to DNREC for the benefit of DNREC in the amount of twenty-five thousand (\$25,000.00) dollars. The bond shall be drawn upon an insurance or bonding company authorized to do business in DNREC. If the enclosed standard State of Delaware bond form using Attachment 12 is not used, the substitute bond must reflect the minimum conditions specified in the standard form. A certified check made out to DNREC in the amount of twenty-five thousand (\$25,000.00) dollars may be submitted in lieu of a proposal bond.

10. Performance Bond

Vendors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to DNREC for the benefit of DNREC with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted using Attachment 11 in the form of a good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in DNREC.

11. 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 DNREC 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, DNREC may negotiate, as may be authorized by law, emergency performance from the Vendor to address the immediate needs of DNREC, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

12. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to DNREC's requirements.

13. 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 product and 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 DNREC no later than 30 days following the delivery of DNREC'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.

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

14. Schedule for Performance of Work

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

15. Vendor-Owned and Rental Equipment and Supplies

The awarded Vendor shall remove all owned and rental equipment and supplies from the location no later than 30 days after contract expiration or termination.

16. Force Majeure

Neither the Vendor nor DNREC shall be held liable for non-performance under the terms and conditions of this Agreement due, but not limited to:

- a) Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the Vendor has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;
- b) Diseases, plagues, quarantine, epidemics or pandemics;
- c) Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics or pandemics; or
- d) DNREC's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 2 business days of the party's knowledge of significant non-performance risk.

17. Dispute Resolution

At the option of the parties, they 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.

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

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect 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 a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency 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 State of Delaware law, and jurisdiction and venue shall be in DNREC. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

18. Remedies

Except as otherwise provided in this solicitation, including but not limited to Section Dispute Resolution above, all claims, counterclaims, disputes, and other matters in question between DNREC and the Vendor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within DNREC.

19. Termination of Contract

The contract resulting from this RFP may be terminated as follows by DNREC.

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, DNREC 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 twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of DNREC, 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 DNREC.

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

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

b) 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 DNREC 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.

20. Non-discrimination

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

21. Covenant against Contingent Fees

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

22. Vendor Activity

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

23. Vendor Responsibility

DNREC 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 DNREC.

24. 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.

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

- 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 DNREC. 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 DNREC.

25. 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.

26. 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

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

background check requirements of any authorized Subcontractor providing service to the Agency's contract.

27. Drug Testing Requirements for Large Public Works

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

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

28. Minimum Wage Rates

Work performed under this solicitation may fall under DNREC Minimum Wage Rates or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, 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>.

29. 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.

30. Work Product

All materials and products developed under the executed contract by the Vendor are the sole and exclusive property of DNREC. The Vendor will seek written permission to use any product created under the contract.

31. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between DNREC and the successful Vendor shall constitute the contract between DNREC and the 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, State of Delaware's RFP, Vendor's

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

response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between DNREC and the Vendor.

32. Applicable Law

The laws of DNREC shall apply, except where Federal Law has precedence. The successful Vendor consents to jurisdiction and venue in DNREC.

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

- a) the laws of DNREC;
- b) the applicable portion of the Federal Civil Rights Act of 1964;
- c) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- d) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- e) that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any Vendor fails to comply with (a) through (e) of this paragraph, DNREC reserves the right to disregard the proposal, terminate the contract, or consider the Vendor in default.

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

33. 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.

34. Assignment of Antitrust Claims

As consideration for the award and execution of this contract by DNREC, the Vendor hereby grants, conveys, sells, assigns, and transfers to DNREC 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 DNREC, regarding the specific goods or services purchased or acquired for DNREC pursuant to this contract. Upon either DNREC'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 DNREC, the State and Vendor shall meet and confer about coordination of representation in such action.

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

35. Scope of Agreement

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

36. 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.

37. 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 DNREC, 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 DNREC 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 DNREC for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

38. IRS 1075 Publication (If Applicable)

a) Performance

In performance of this contract, the Vendor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the Vendor or the Vendor's responsible employees.

The Vendor and the Vendor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this

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

contract. Inspection by or disclosure to anyone other than an officer or employee of the Vendor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The Vendor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the Vendor fails to provide the safeguards described above.

The Vendor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

b) Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages

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

sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the Vendor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a Vendor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Vendors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Vendors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Vendor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c) Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Vendor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Vendor is found to be noncompliant with contract safeguards.

39. Other General Conditions

- a) Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- b) Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.

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

- c) **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
- d) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of DNREC.
- e) **Billing** – The successful Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
- f) **Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (e.g. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
- g) **W-9** – DNREC requires completion of the [Delaware Substitute Form W-9](#) through the Supplier Public Portal at <https://esupplier.erp.delaware.gov> to make payments to Vendors. Successful completion of this form enables the creation of a State of Delaware Vendor record.
- h) **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number NAT2010_FISHING PIER on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- i) **Purchase Card** – DNREC intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- j) **Additional Terms and Conditions** – DNREC reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

A. No Press Releases or Public Disclosure

DNREC reserves the right to pre-approve any news, digital media or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to DNREC 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 DNREC.

DNREC will not prohibit or otherwise prevent the awarded Vendor(s) from direct marketing to DNREC 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.

At no time shall Vendor disparage DNREC's management of any state owned property.

B. Definitions of Requirements

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

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

Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

VII. Attachments

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

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Company Profile and Capability Form
- Attachment 6 – Business References
- Attachment 7 – Subcontractor Information Form
- Attachment 8 – Monthly Usage Report
- Attachment 9 – Subcontracting (2nd Tier Spend) Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 11 – Performance Bond
- Attachment 12 – Bid Bond
- Attachment 13 – Minimum Response Check List
- Attachment 14 – Pricing Proposal
- Appendix A – Scope of Work / Technical Requirements
- Exhibit A – Course and Facility Maintenance Standards
- Exhibit B – Historical Contract Revenue and Data (Exhibit B-1/B-2/B-3/B-4/B-4, B-5)
- Exhibit C – Inventory (C-1 Deerfield/C-2 Garrisons)
- Exhibit D – Contract Sample Template
- Exhibit E – Best Management Practices for Delaware Golf Courses, March 2019
- Exhibit F – Specifications and Additional Information

[balance of page is intentionally left blank]

IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5, 6, 12, 13 and 14 must be included in your proposal**
- Attachment 7 must be included in your proposal if subcontractors will be involved
- Attachments 8 and 9 represent required reporting on the part of awarded Vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING

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

A complete and accurate 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 and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to Parks_OBS@delaware.gov, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. 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, DNREC 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 report is shown as in Attachment 8.

Accurate 2nd Tier reports shall be submitted to the contracting Agency’s contract manager 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.

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

Attachment 2

Contract No.: NAT22006_GOLF CONCESSION
Contract Title: Golf Course Management and Operations

DEADLINE TO RESPOND: Monday, February 13, 2023 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 DNREC, Department of Natural Resources and Environmental Control, 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 DNREC, State of Delaware, Department of Natural Resources and Environmental Control, Division of Parks and Recreation.

COMPANY NAME _____ Check

Corporation
Partnership
Individual

 one)
 NAME OF AUTHORIZED REPRESENTATIVE _____
 (Please type or print)

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____
 City of _____ County of _____ State of _____

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

Contract No.: NAT22006_GOLF CONCESSION
Contract Title: Golf Course Management and Operations

Attachment 5

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: <ul style="list-style-type: none"> - # of years in business - # of years doing business in DNREC - # of employees (Full and Part time) - Type of business entity and principles (LLC, Sole proprietor, Corporation, EIN#, D&B#) - List parent Company if applicable
2.	Provide Company Emergency Point(s) of Contact, include: Phone#; Cell # and/or Emergency Contact #
3.	Describe any awards, recognition in last three years.
4.	Describe your business management process and team structure.
5.	Describe the skills and knowledge used for operating and managing a golf course and event venue, including working plan, timeline, well defined ACTION PLAN describing Vendor's organization and operations for providing services as specified herein (include customer billing, payment processes/options, customer service, and any other relevant processes). Include training plan and hiring process for staff.
6.	Operating Schedule being proposed (must at least meet Division requirements).
7.	Has Vendor ever filed bankruptcy? If so, provide details.
8.	Has Vendor every been terminated from a Contract, Lease or Agreement?
9.	Describe any change in ownership or any planned changes in ownership in the next (3) years.
10.	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.
11.	Describe any violations by regulatory agencies.
12.	Provide copy of your marketing/advertising plan for the term of the contract.
13.	What strategies will be used to promote and increase business and managing the golf concession services?

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

14.	Provide list of clubhouse retail items/inventory and other items to be sold or rented within concession area.
15.	Outline a detailed customer service plan, from the point of sales inquiry from customer to the point of delivery of the product. Include any credit card requirements, billing structure and actions to complete the sale to the customer.
16.	Provide Detailed Operational Concepts and Plans (e.g., Golf Operations (greens fees, memberships, carts, pro shop, etc., Course maintenance standards (include Audubon Cooperative Sanctuary practices), Professionals and Instructors, Tournaments and Special Events, Driving Range, Training, Merchandising, Food & Beverage, Events, Marketing, Staffing, Alcohol, Rankin House use, Transition Plan/Facility Reopening Plan, etc.).
17.	Demonstrate ability to fulfill any reporting requirements.
18.	Provide quality and detail of the overview of proposed operations, promotion and marketing services.
19.	Provide operational schedule (minimum 7 days/week) for each area of the operation (e.g., golf, restaurant/food service, events, etc.). Any proposed deviations shall be highlighted and also included on Attachment 3 as an exception.
20.	Provide policies with respect to tee time management, tournaments and other special events. Specify in detail any proposed membership plan(s) and how those can be offered without limiting access to the Facility by the general public.
21.	Provide Plan to provide public/state access (e.g., community groups, institutions and other organizations, including State agencies) with special consideration.
22.	Provide detailed minimum Maintenance and Repair budget, including a reserve for capital repairs and replacement.
23.	Provide offer to fund capital improvements at each course during the duration of the Contract; Capital improvements shall include (a) amount or percent of revenue to be used for capital improvements and method of handling capital funds and (b) definition of capital improvements including minimum dollar figure and life expectancy of improvements.
24.	Provide samples of existing financial reports for such revenue and expenses of golf courses currently managed and a description of the accounting systems and basis (e.g., accrual or cash) used to produce the reports; identify accounting and computer system packages(s) and procedures for issuing balance sheets, income statements and other financial reports; and a sample of a current annual report.

Answers shall be listed on a document in the order shown and annotated as Attachment 5.

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

Attachment 6

Contract No.: NAT22006_GOLF CONCESSION
Contract Title: Golf Course Management and Operations

BUSINESS REFERENCES

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

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

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

1. Contact Name & Title:

Business Name:

Address:

Email:

Phone # / Fax #:

Current 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. NAT22006_GOLF CONCESSION	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

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

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

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	

Note: Completed reports shall be saved in an Excel format, and submitted to the following email address: osd@delaware.gov . The form can be located at [Office of Supplier Diversity - Division of Small Business - State of Delaware](#), bottom of the page, 'Services and Information' section, 'Subcontractor Reporting Form'.



**The Office of Supplier Diversity (OSD) has moved to the
Division of Small Business (DSB)**

Supplier Diversity Applications can be found here:

<https://business.delaware.gov/osd/>

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD:

OSD@Delaware.gov or call 302-577-8477

Self-Register to receive business development information here:

<https://business.delaware.gov/directory-of-certified-businesses/>

New Address for OSD:

Office of Supplier Diversity (OSD)
State of Delaware
Division of Small Business
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915

Email: OSD@Delaware.gov

Web site: <https://business.delaware.gov/osd/>

Dover address for the Division of Small Business

Local applicants may drop off applications here:

Division of Small Business
99 Kings Highway
Dover, DE 19901
Phone: 302-739-4271

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

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 DNREC, as surety ("**Surety**"), are held and firmly bound unto the _____ ("**Owner**") (*insert State agency name*), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

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

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

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

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

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

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

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

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

Witness

Name

Title

Date

Company Name

Company Address

SURETY

Witness

Name

Title

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

Attachment 12

Bid Bond

\$25,000.00 BOND TO ACCOMPANY PROPOSAL
(NOT NECESSARY IF CERTIFIED CHECK IS USED)

KNOW ALL MEN BY THESE PRESENTS That _____ of _____ of the County of _____ and State of _____ principal, and _____ of _____ of the County of _____ and the State of _____ as surety, legally authorized to do business in DNREC, are held and firmly bound unto DNREC in the sum of _____ Dollars or _____ per cent (not to exceed _____ Dollars) of amount bid on Contract No. _____ to be paid to said State of Delaware for the use and benefit of the _____ of said State, for which payment well
(hereinafter referred to as Agency)

and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal _____ who has submitted to said Agency of DNREC, a certain proposal to enter into a certain contract to be known as Contract No. _____, for the furnishing of certain products and/or services within the said State of Delaware shall be awarded said Contract No. _____, and if said _____ shall well and truly enter into and execute said Contract No. _____ and furnish therewith such surety bond as may be required by the terms of said contract and approved by said Agency, said contract and said bond to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation to be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two thousand and _____ (20____).

SEALED AND DELIVERED IN THE

Presence Of _____

Name of Bidder (Principal) (Seal)

Witness

BY

_____ (Seal)

Corporate
Seal

Title

BY

_____ (Seal)
Name of Surety

_____ (Seal)

Title

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

Attachment 13

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 <input type="checkbox"/> No <input type="checkbox"/>
2.	Table of Contents clearly identifying the structure of the proposal and showing page numbers for each of the required components.	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.	<p>Ten (10) paper copies of the bidder's TECHNICAL proposal, One (1) copy shall be marked "Master Copy" and will contain original signatures in ALL locations. Brochures are also required if applicable.</p> <p>Ten (10) paper copies of the bidder's PRICING proposal (including Attachment 14), One (1) copy shall be marked "Master Copy".</p> <p>Technical and Pricing proposals shall be submitted separately, sealed and plainly marked with the titles "Technical Proposal" and "Pricing Proposal".</p> <p>PLEASE DO NOT PUT SUBMISSION DOCUMENTS INTO SHEET PROTECTORS.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.	<p>Two (2) electronic copies of the complete bidder's bid package (submitted on CD/DVD media disk or USB 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. (If catalogs are not available in electronic version, then two (2) additional copies of the paper catalog must be provided).</p> <p>Include Vendor brochures in pdf. Format on each CD, DVD or USB. VERIFY ALL MEDIA WORK CORRECTLY FROM SEVERAL SOURCES PRIOR TO SUBMISSION.</p> <p>All documents in Vendor's proposal should be scanned and saved as one PDF file. Please avoid saving individual pdf. pages of your proposal.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.	<p>(Attachment 2) One (1) complete signed and notarized copy of the Non-Collusion agreement MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
6.	<p>(Attachment 3) One (1) completed RFP Exception form – please check box if no information. Form must be included.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
7.	<p>(Attachment 4) One (1) completed Confidential and Proprietary form – please check box if no information provided will be considered confidential or proprietary. Form must be included.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

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

8.	(Attachment 5) One (1) completed Company Profile and Capabilities form	Yes <input type="checkbox"/> No <input type="checkbox"/>
9.	(Attachment 6) One (1) completed Business Reference form – please provide references other than State of Delaware contacts. Form must be included.	Yes <input type="checkbox"/> No <input type="checkbox"/>
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 <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
11.	(Attachment 10) One (1) complete OSD application (see <i>link on Attachment 10</i>) – only provide if applicable.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
12.	(Attachment 12) One (1) complete and notarized Bid Bond (only applicable if bidder is not including a certified check with bid packet)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
13.	(Attachment 13) One (1) completed copy of this Proposal Reply Requirements and Checklist filled out by the Bidder.	Yes <input type="checkbox"/> No <input type="checkbox"/>
14.	One (1) copy of Financial information (balance sheets and income statements) for the past three years .	Yes <input type="checkbox"/> No <input type="checkbox"/>
15.	One (1) certificate of insurance. Please ensure you have the <u>correct insurance levels as specified in this RFP</u> .	Yes <input type="checkbox"/> No <input type="checkbox"/>

Pricing Proposal

The Pricing Proposal and the Vendor’s response to it will be incorporated into the final Contract.

The Contract Duration Period indicated below is an example term to be used as a guideline when submitting the Proposal. The Bidder is encouraged to submit several options and alternative Pricing Proposals that are commensurate with proposed terms and capital investment arrangements. In addition to a monthly Contract Fee payment the Bidder should indicate any additional forms of payment to DNREC based on the Gross Revenue. The Bidder should also provide information with regard to any amount of funds that the Bidder would intend to commit towards capital improvements during each year of operation. Any other reimbursements or revenue streams to DNREC that are anticipated by the Bidder should be clearly identified and detailed in the Bidder’s response to the RFP. **As part of its Pricing Proposal response, the Bidder should include a preliminary budget for the initial 5 year (approximate period of January 1, 2023 through Dec 31, 2028) of the Contract Duration Period which provides details regarding all estimated revenues and expenses (including relevant budget categories) and reflects anticipated net operating income.**

Contract Fee Payment – Deerfield & Garrison’s, Combined

The Bidder agrees to pay to DNREC annual Contract fees as follows:

Annual Payment (to be paid in 12 monthly installments and shall not be less than \$250,000.00 annually)

Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
Year 6	\$ _____
Year 7	\$ _____
Year 8	\$ _____
Year 9	\$ _____
Year 10	\$ _____
Year 11	\$ _____
Year 12	\$ _____
Year 13	\$ _____
Year 14	\$ _____
Year 15	\$ _____

The Contract fee shall be paid monthly prior to or on the first (1st) of each month.

Additional Revenue Sharing -

In addition to the monthly Contract fee, the Bidder should indicate below and expressed as a percentage, the additional amount that will be paid to DNREC based on Gross Revenues. "Gross Revenues" shall mean gross receipts of every kind and nature from the use and operation of all or any portion of the Facilities whatsoever, whether for cash, credit or barter, including, without limitation, merchandise sales; green fees; cart rentals; driving range revenues; receipts from vendor machines,

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

catering, food & beverage; proceeds of any business interruption insurance (net of reasonable costs of settling such claim with the insurance carrier). Gross Revenues shall not include amounts received as rebates, refunds and discounts (but not credit and card discounts paid to a credit card system) to customers given in the ordinary course of obtaining such revenues; excise, sales, use and similar taxes collected directly from customers as a part of the price of any goods or services and which are accounted for to any governmental agency or authority; tips and gratuities paid to employees; or income or interest derived from cash, securities, and other property acquired and held for investment. Any capital improvements made by the successful Bidder during any time period of this Contract Duration Period may not be used to reduce the amount of Gross Revenue.

Gross Revenues shall include initiation fees and (refundable and non-refundable) deposits, if any, paid pursuant to any membership offering during the term of the Contract.

Gross revenues shall also include a reasonable allocation, as determined by DNREC, of any income received by the Bidder for use of the Facility by customers of any of the Bidder's other facilities, such as but not limited to reciprocal access. **Gross Revenues for the Facility may not be co-mingled** with other operations of the Bidder and any reciprocal rights or other cross-utilization programs must be approved in advance by DNREC.

Period	<u>% of Gross Revenues</u> - Deerfield
Year 1	_____
Year 2	_____
Year 3	_____
Year 4	_____
Year 5	_____
Year 6	_____
Year 7	_____
Year 8	_____
Year 9	_____
Year 10	_____
Year 11	_____
Year 12	_____
Year 13	_____
Year 14	_____
Year 15	_____

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

Period **% of Gross Revenues – Garrison’s Lake**

Year 1	_____
Year 2	_____
Year 3	_____
Year 4	_____
Year 5	_____
Year 6	_____
Year 7	_____
Year 8	_____
Year 9	_____
Year 10	_____
Year 11	_____
Year 12	_____
Year 13	_____
Year 14	_____
Year 15	_____

Note: Payments will be computed Quarterly and paid to State within 30 days from the end of a Quarter.

Capital Improvements – Deerfield

The successful Bidder proposes to provide and fund not less than the stated amount of capital improvements (see details regarding capital improvement considerations elsewhere in this RFP) shown for each year of the Contract years listed below:

Period **\$ amount or % of revenue amount, or combination.**

Year 1	_____
Year 2	_____
Year 3	_____
Year 4	_____
Year 5	_____
Year 6	_____
Year 7	_____
Year 8	_____
Year 9	_____
Year 10	_____
Year 11	_____
Year 12	_____
Year 13	_____
Year 14	_____
Year 15	_____

Capital Improvements – Garrison’s Lake

The successful Bidder proposes to provide and fund not less than the stated amount of capital improvements (see details regarding capital improvement considerations elsewhere in this RFP) shown for each year of the Contract years listed below:

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

Period **\$ amount or % of revenue amount, or combination.**

Year 1	_____
Year 2	_____
Year 3	_____
Year 4	_____
Year 5	_____
Year 6	_____
Year 7	_____
Year 8	_____
Year 9	_____
Year 10	_____
Year 11	_____
Year 12	_____
Year 13	_____
Year 14	_____
Year 15	_____

Alternative Proposals – Deerfield GC

Bidders may submit alternative compensation proposals for consideration by DNREC, **but only in addition to the above requirements.**

Alternative Proposals – Garrison’s Lake GC

Bidders may submit alternative compensation proposals for consideration by DNREC, **but only in addition to the above requirements.**

Remainder of page intentionally left blank

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

Appendix A - SCOPE OF WORK AND TECHNICAL REQUIREMENTS

I. MINIMUM REQUIREMENTS

A. Introduction:

1. The State of Delaware, Department of Natural Resources and Environmental Control, Division of Parks and Recreation (“DNREC”), requires a qualified Vendor to provide Operation and Management Services (“Contract”) for The Deerfield Golf Club located in Newark (“Deerfield”), Delaware and Garrison’s Lake Golf Course located in Smyrna, Delaware (“Garrisons”). Vendor shall operate both golf courses and their appurtenant facilities, the golf pro shops, banquet rooms, bars, restaurants and conference facilities as well as Rankin House, a four-bedroom historic house located at Deerfield (collectively for both properties, the “Facility(ies)”). The Term of the Contract shall be fifteen (15) years, with a potential ten (10) year extension at DNREC’s option.
2. Vendors shall operate and manage all areas of the Facility. Joint Ventures and subcontracting are allowed through written approval of DNREC pursuant to the terms included herein.
3. At a minimum, the Vendor shall assume operations on January 1, 2024.

B. Background and Pending Improvements:

1. Deerfield Golf Club (“Deerfield”)

Deerfield Golf Club is a high-quality facility that was formerly known as Louviers Country Club. Once owned by the DuPont company, Deerfield served as an amenity for DuPont employees and guests. In the late 1990s, Louviers Country Club was sold to the MBNA Credit Card company who, like DuPont, utilized the facilities for employees and guest use. Under MBNA’s ownership significant improvements were made to the golf course, clubhouse and facilities, creating one of the highest-quality golf, tennis and food/beverage facilities in the Mid Atlantic. MBNA renamed the club to Deerfield Golf and Tennis Club.

In 2005, MBNA sold Deerfield to DNREC (“State”) for approximately \$13.5 million. The State acquired Deerfield to protect the land from development, as it is located adjacent to White Clay Creek State Park.

Deerfield is part of DNREC’s Division of Parks and Recreation’s Delaware State Park’s system at White Clay Creek State Park, and as such it is DNREC’s requirement that the Facility be accessible to all and be operated as a high-quality facility with superior customer service standards for the enjoyment of the public.

Deerfield covers approximately 145 acres and boasts a golf course measuring 6,323 yards. Assets include a state-of-the-art maintenance facility, golf pro shops, locker rooms, a cart storage facility and six (6) functional rooms ranging from a bar with seating for 42, to a grand ballroom with seating for 518. In addition, the Rankin House is a renovated four-bedroom, four-bath historic house located on the premises. Vendor may utilize this building for offices, staff housing or potentially a bed and breakfast facility (as appropriate to ordinance, code and permitting). Deerfield is located at:

**507 Thompson Station Road
Newark, Delaware 19711**

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

Since 2006, Deerfield has been operated under a concession Contract agreement with Deerfield CC Management, Limited Partnership. Tennis is no longer part of the operation, however paddle courts are on the premises. The Facility has been maintained at high levels of quality by DNREC and current operator and provides Vendor with an opportunity to operate a leading golf and hospitality asset in a strong metropolitan market.

Historical operational data for Deerfield is provided to Vendors and represents information reported to DNREC by the current operator. Vendors must perform their own financial and operational due diligence. No representations are being made for projected business volume.

Pending Capital Improvements by DNREC include: replacement of doors and windows (est. \$400K) along the back of the clubhouse. The project will be bid requiring the contractor to work with the awarded Vendor at Deerfield to minimize impact of the project on daily operations (e.g., taking out what can be replaced in a single day and limited workdays/hours). The project is currently in the design phase with construction estimated Spring 2023.

2. Garrison's Lake Golf Course ("Garrison's")

Garrison's Lake Golf Course is an 18-hole public golf course measuring 7,060 yards covering 160 acres. Originally designed by architect Ed Ault and built in 1966, the course was transferred to the Division from another State agency in the mid-2000's and underwent a complete renovation from 2006 – 2008 under the direction of Ed's son, Brian Ault. Since reopening the golf course, it has been under the professional management of Forewinds Garrisons Lake LLC.

Garrison's is a par 72 layout, with four par threes, four par fives, and ten par fours. Tee boxes have been rebuilt, with seven sets of tees ranging from 3,456 yards to 7,060 yards to accommodate all skill levels. A new well and pumping system are in place as well. The Facility includes driving range/practice facilities, a pro shop and food concession building, and a new event pavilion. New cart path renovations are under way.

Garrison's is part of DNREC's Division of Parks and Recreation's Delaware State Park's system, and as such it is DNREC's requirement that the Facility be accessible to all and be operated as a high-quality facility with superior customer service standards for the enjoyment of the public.

Historical operational data for Garrison's is provided to Vendor and represents information reported to DNREC by the current operator. Vendors must perform their own financial and operational due diligence. No representations are being made for projected business volume.

Pending Capital Improvements Funded by DNREC include:

Cart Barn – (est. \$250K) The project consists of a new 6,250 square foot cart barn to house 60 electric golf carts. The building will have four (4) overhead doors and concrete sidewalks and aprons into and out of the building. The project is currently in the design phase with construction estimated Spring 2023.

Clubhouse – (est. \$750K) The project consists of a new 4,560 square foot clubhouse. This includes space for two (2) staff offices, pro shop, restrooms, pub space with bar, and an outdoor patio. A small, conditioned office will be constructed in the maintenance shop for the course superintendent and will house the irrigation system controls. A temporary office and restrooms will be placed at the site for a temporary facility to operate the golf course during construction. The project is anticipated for the bid process in early 2023, with construction estimated Spring/Summer 2023.

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

Cart Path Improvements – (ext. \$800K) The project will widen and repave the existing cart paths. Drainage issues that have contributed to the degradation of the payment will also be addressed as part of this project. This project is currently in process and ongoing.

C. Contract Fee:

1. The Vendor, as a fee for the contract and concession rights herein granted, agrees to pay to the Department of Natural Resources and Environmental Control, Division of Parks and Recreation, 89 Kings Highway, Dover, DE 19901, **an annual contract fee (minimum \$250,000.00) and a negotiated percentage of gross receipts.**
 - a) The **annual contract fee shall be due monthly** (1st of each month in 12 installments which the total annual payment shall not be less than \$250,000.00) during the term of this contract. The total **gross receipts fee shall be due quarterly**. Gross receipts payments will be computed Quarterly and paid to State within 30 days from the end of a Quarter.
 - b) The Vendor agrees to submit to: [OBS Parks@delaware.gov](mailto:OBS_Parks@delaware.gov), a concession contract report once a month, covering each day's operation under the agreement, **plus a tabulated annual gross receipts report and annual financial reports** for the period of operation on or before December 31 of each year. All annual gross receipt reports must be "**Audited**" by a certified public accountant prior to submission and proof of "Audit" must be included in Vendor submission. Any miscalculations resulting in additional fees due to DNREC shall have payment submitted with the annual reporting.

D. Annual Capital Improvement Fund:

The annual capital improvement fund will be held in escrow and designated for capital improvement and approved by DNREC in advance, annually.

E. Interest Payments:

Any payments which become due from the Vendor to DNREC, 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.

F. Hours of Operation:

During the term of the Contract, at a minimum, the Facility shall be open and properly staffed seven (7) days per week with appropriate hours to serve golf, restaurant and other patrons as well as the general public.

G. Managerial Services:

Vendor shall have an experienced manager on the premises at all times the Facility is open. Vendor shall ensure that DNREC has current resumes of the General Manager and Golf Course Superintendent operating the Facilities, as well as the direct, regional and national (if applicable) superiors to these employees.

H. Golf Operations / Public Access:

Vendor shall adhere to its policies with respect to tee time management, tournaments and other special events. Membership plans may not be offered without DNREC's prior approval. Any Membership plans approved must be offered without limiting access to the Facility by the general public.

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

I. Golf Shop Operations:

The Vendor shall display and maintain golf shop inventory consisting of golfing equipment and apparel that shall be offered for sale to the public at prices reasonable and comparable to prices being paid for equipment, supplies and apparel at other golf courses in the locality.

J. Food & Beverage Services/Restaurant Operations:

The food & beverage operation shall include the exclusive production and service of food and beverages for the following areas and events:

- Clubhouse Restaurant and bar
- Beverage carts on the golf course
- Vending machines
- Catering in the clubhouse or outside of the clubhouse (e.g., with tents)
- Conference services, including room rentals and audio/visual rentals

Food and beverages shall be offered to the public at all times that reasonable demand for such services exist.

Vendor shall provide DNREC an annual report and plan that shows maximization of the food, beverage and conference center assets at the facility, including any marketing plans and staffing plans.

K. Golf Fees and Other Pricing:

All prices charged including, but not limited to, green fees, cart fees, driving range fees, merchandise prices, room rental fees and food and beverage pricing shall be posted on the premises at those locations where such fees are normally paid or readily made available to the general public. Vendor shall make the Facilities available to both Delaware residents and non-residents. Non-residents may be charged a higher fee, but no more than double the Delaware resident rates. Vendor shall charge market rates for all products and services.

L. Public / State Access:

Vendor shall work with DNREC to make the Facility available to community groups, institutions and other organizations, including State agencies.

M. Inspections/Review Procedures:

For the purpose of inspection, DNREC, directly or through agents, reserves the right to enter upon any part of the Facility at any time. Authorized State personnel may conduct periodically scheduled inspections.

N. Permits & Licenses:

Vendor shall be required, at its sole expense, to maintain all permits and licenses required to legally operate the Facility for its intended purpose.

O. Utilities:

Vendor shall pay before delinquency all charges for utilities, including electricity, gas, heating, cooling, refuse, water/sewer and telephones.

P. Maintenance and Repairs:

Vendor shall maintain the below ground level water and sewer lines as well as off-site irrigation facilities during the term of the Contract.

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

Q. Daily Maintenance:

Vendor shall, to the satisfaction of DNREC, provide normal and routine daily maintenance of the course and facilities, designed to keep the premises and equipment in a good state of repair, free from hazardous conditions and deterioration, thus providing for the comfort and safety of visitors and patrons. The standard to be used shall be consistent with a high-quality public golf course operation.

R. Consultant and Deficiencies:

During the term of the Contract, DNREC may retain a golf course consultant to evaluate the course. Course deficiencies will be reported in writing to Vendor and State. Successful Vendor shall respond within 15 days and must take action to correct the deficiencies within ten (10) days of the response.

S. Trash, Rubbish and Garbage Removal:

Vendor shall provide, at its expense, all garbage, trash and rubbish receptacles within the confines of its area and shall provide a sufficient number of these receptacles for its own use and for the use of the public. Dumping of receptacles and removal of trash, rubbish and garbage shall be the responsibility of Vendor.

T. Environmental Responsibility:

The Facility is an integral part of the Delaware State Parks system. As such, it is essential that the operation of the Facility be in accordance with the highest environmental standards. The Vendor shall, independently and in cooperation with DNREC, avoid harmful and wasteful management practices and products and shall promote, wherever practical, environmentally friendly, and sustainable practices and policies. At a minimum, the Vendor shall continue existing management practices for maintenance, course management and building operations. Further, the Vendor shall promote waste reduction, recycling, use of "green" products, alternative fuels, etc., for their own operation and customers activities.

U. Furniture, Fixtures and Equipment:

Vendor shall be required to repair and maintain, at its own cost and expense, all equipment and furnishings according to reasonable standards. DNREC will make available all existing equipment "as is" upon the commencement of the Contract. Additionally, Vendor shall furnish, at its own cost and expense, all additions or improvements of equipment necessary for the successful operation of the Golf Course and shall replace at its own expense any equipment which may be provided by DNREC under the Contract, which has been destroyed, damaged or reached the end of its useful life with like equipment. Upon expiration of the Contract, Vendor shall redeliver said furniture, fixtures and equipment to DNREC in like condition. Successful Vendor shall submit to DNREC an annual inventory of capitalized assets and listed conditions.

V. Facilities:

Vendor acknowledges it is receiving management control of the premises and personal property in good order and sanitary condition. Vendor assumes sole responsibility for maintenance and repairs of all buildings and other improvements on the premises and shall maintain the premises in good order and in sanitary and safe condition.

W. Capital Improvements:

Capital improvement concepts and plans for consideration can be submitted for any area of the Golf Courses operation including, but not limited to, the following types of facilities: playing course, driving range, administrative offices, clubhouse, golf shop, men's and women's locker rooms

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

and/or rest rooms. All capital improvement designs and plans relating to the golf courses and buildings shall be subject to prior approval by DNREC. All permits, regulations, local and federal requirements, etc. are the responsibility of the Vendor. All Capital Improvements shall be made at Vendor's expense and shall become property of DNREC at the expiration of the Contract.

1. No later than forty-five (45) days prior to the expiration of each Contract calendar year, Vendor shall submit to DNREC an annual schedule, including an estimated statement of value, identifying that portion(s) of the Capital Improvement Plan which Vendor proposes to implement during the next succeeding Contract calendar year. DNREC shall have thirty (30) days in which to accept or reject the proposed annual Capital Improvement schedule. If DNREC modifies or rejects the proposed annual Capital Improvement schedule, Vendor shall submit an alternate annual schedule for consideration.
2. No alterations or additions shall be made to the Facility, or any part thereof, without first having obtained the written consent of DNREC or its authorized representative. Authorized alterations or additions shall be made at Vendor's expense and shall become the property of DNREC at the expiration or termination of the Contract.
3. Vendor shall not have the right to create or permit the creation of any lien attaching to interest in the premises as a result of any construction of capital improvements, alterations or additions.
4. In implementing Capital Improvements, Vendor shall make an effort to avoid closing portions of the golf course, clubhouse or other facilities. Closure of any part of the facility for the purpose of performing capital improvements or for any other purpose shall require DNREC's advance written approval, except for instances when unanticipated emergency improvements must be made immediately in order to protect life/property or if such closure should result from acts of force majeure.
5. Without in any way modifying, impairing, or otherwise affecting Vendor's obligations throughout the contract duration, DNREC shall, at its discretion, inspect all alterations of and capital improvements to the Golf Course. In connection therewith, Vendor shall take such actions as DNREC may direct and all steps necessary or appropriate to cause such alterations and/or capital improvements to be completed in a timely, efficient, economical and workmanlike manner, and in accordance with all applicable Federal, State and/or Local building and safety standards and specifications.
6. The Division shall own all improvements. Any proposals with capital improvements shall adhere to Exhibit F (Exhibit F – SPECIFICATIONS AND ADDITIONAL INFORMATION).

X. Innovations:

Vendor may include innovations to enhance the quality, efficiency, or profitability of the existing operation. Vendor should be specific and reference any experience it may have in implementing the proposed innovation.

Y. Marketing and Promotion Plans; Signs and Advertising:

1. The Vendor is encouraged to work with DNREC on a marketing and promotion plan for each calendar year. Such plan may contain promotional activities at or in connection with Delaware State Parks annual promotional activities.
2. The Vendor agrees not to use signs or any other means of soliciting business without the approval of DNREC and agrees not to advertise said contract in any manner or form on or

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

about premises contracted to it, or elsewhere, or in any newspaper or otherwise, without such approval. Any printed advertising will include the correct name and location of the operation, e.g., White Clay Creek State Park.

3. DNREC, 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 DNREC or their authorized agents prior to the erection, display or use of signs. DNREC also reserves the right to designate the type, size, wording, color and number of signs requested by the Vendor.
4. It is mutually agreed by the Vendor and DNREC that no permanent or temporary advertising, signage, or trademark visibility for the Vendor's golf operations and banquet sales will be displayed or permitted anywhere in state parks without prior written approval from DNREC, except that it is agreed that the Vendor will be permitted to include its trademark and brand names on its equipment.
5. Vendor shall operate and utilized industry leading marketing technology and promotions (e.g., website, reservation system, social media platforms, promotions, etc.). Vendor shall include:
 - Marketing program;
 - Analytical data (including, but not limited to Google analytics) and reporting to support marketing initiatives;
 - Community outreach programs;
 - Vision for the Facility's future and potential benefits of coordination with the adjacent State Parks and other State-sponsored programs;
 - Promotions to gain the support and interest of citizen groups, clubs and organizations; and
 - Programs designed to maximize financial performance.

Z. Naming Rights:

DNREC will retain the Naming Rights to the Golf Courses throughout the term of the Contract unless otherwise negotiated and agreed-upon. If the Vendor feels that the Facility name should be changed for advantageous marketing purposes, it should submit such proposals for DNREC's consideration.

AA. Golf Course and Facility Maintenance:

Exhibit A identifies the Minimum golf course and Facility maintenance standards required under the Contract. Vendor is encouraged to provide additional maintenance standards that promote industry leading golf course management. Vendor shall meet the Minimum standards at all times.

As a part of DNREC of Delaware's Park system, DNREC will place great importance on low-impact golf course maintenance practices. Vendor shall be required to maintain the Facility's participation as an Audubon Cooperative Sanctuary golf course and utilize integrated pest management practices.

It is recommended that Vendor adhere to Best Management Practices for Delaware Golf Courses, dated March 2019 included as Exhibit E, or a similar quality comparable course operation model.

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

BB. Utilities:

Telephone and/or other utilities used in the concession shall be solely at the Vendor's expense. The Vendor shall be required to make independent arrangements for service with the utility companies.

CC. 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 and other necessary permits at its own cost and expense, as a result of operating the concession business conducted hereunder.

DD. DNREC's Responsibilities:

1. DNREC 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.
2. DNREC 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 the Vendor to any reduction or suspension of the Contract fee unless otherwise approved by DNREC.

EE. Vendor's Responsibilities:

1. Vendor shall be responsible for major utility and structural repairs, exterior maintenance and pest control quarterly by a licensed professional.
2. Vendor shall furnish and install the necessary equipment, if not provided by DNREC. All of the Vendor-owned equipment or any permanently installed fixtures used in the concession operation shall be subject to approval by DNREC, 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.
3. Vendor shall furnish and use an approved cash register or Point of Sale (POS) system with accumulating total to record all customer sales and receipts. Vendor shall ensure all personally identifiable information or "PII" is protected and that all Payment Card Industry Data Security Standards "PCI DSS" standards are adhered to.
 - a) Vendor shall ensure that customer data is secure and that no credit card data is stored at any time. Vendor is solely responsible for data security.
4. All of the equipment and fixtures used in the concession operation shall be subject to approval by DNREC, if applicable, as to their workability, appearance, appropriateness and compliance with all applicable codes.
5. Daily cleaning and janitorial service of the sales area, and other building space assigned to the Vendor, especially areas that are accessible to the general public and customers.
6. Repairs and maintenance to interior building fixtures and utilities (locks, light bulbs, water faucets, clogged sinks, HVAC, electrical, etc.).

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

7. Vendor shall ensure that all facilities and equipment supplied by DNREC be returned to DNREC in good order, condition and repair, reasonable wear and tear expected.
8. 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.
9. Vendor shall be responsible for providing quality products and services at a reasonable price to park visitors and the general public.
10. 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 DNREC.

FF. Inspection:

The Vendor shall provide free access to authorized representatives of DNREC and other county, state or federal officials having jurisdiction for inspection purposes. The Vendor shall further agree that if notified in writing by DNREC of 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 DNREC and the Vendor.

GG. 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 DNREC 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 twenty-four (24) hours' notice of the date and time of such examination and audit. The Vendor shall retain these financial records for a period of three (3) years beyond the termination of this contract, unless earlier disposal is approved by DNREC in writing.

HH. Operating Schedule:

The Vendor agrees to operate the concession service in accordance with the following minimum schedule:

Operational schedule (minimum 7 days/week) for each area of the operation (e.g., golf, restaurant/food service, events, etc.).

Vendor shall contact the Park Superintendent *prior* to canceling service for the day and receive their permission to cancel service. DNREC reserves the right to revoke the contract of the Vendor if they do not adhere to the schedule of operations.

II. Modifications to Premises:

If any alterations, modifications, additions or improvements of the contracted premises and facilities are desired by the Vendor, a request first must be submitted to DNREC for approval and work will not commence until receiving DNREC's written approval and consent. All costs for any approved alterations, modifications, additions, or improvements will be the responsibility of the Vendor unless DNREC consents to share a portion of said costs or provide necessary materials and/or labor. Vendor will submit a proposed layout of the operation and a description of any alterations or modifications which are contemplated to set up the operation. **Any** capital investment

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

or improvements will result in the Division's ownership of all improvements executed during the life of the Contract at the point of expiration and/or termination.

JJ. Damage to Premises:

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, the Vendor will 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 DNREC and the Vendor, DNREC will repair such damage at the cost and expense of the Vendor and deliver a detailed invoice to Vendor due and payable within thirty (30) days of the date of the invoice.

KK. 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.

LL. Concession Franchise Limitations:

So long as the Vendor faithfully conforms to all the provisions herein, they provide the Golf Concession Operation and Management as heretofore described, then Vendor will have exclusive rights to operate and manage both Deerfield and Garrisons Facilities.

Remainder of page intentionally left blank

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

EXHIBIT A – COURSE AND FACILITY MAINTENANCE STANDARDS

COURSE STANDARDS

Greens

- Overview: All greens should be smooth, uniformly turfed, firm but not hard, well defined and free of all major pest problems. Cups, poles and flags are to be uniform, clean and in good repair.

Mowing frequency	Daily
Mowing equipment	Walk Mowers or Triplex
Cutting height	1/8 - 3/16 .125 - .187
Daily Putting speed	9.0 - 10.5
Cups changed	Daily >100 Rounds

Ballmarks repaired **5-6x/wk**

Amenities:	Meet or exceed competition
Tournament poles	
Zinc cups	
Logo flags	
- Course Logo	
Replace flags & cups	2-3X/year

Tees, Collars & Approaches

- Overview: Tees smooth, turfed, level, firm but not hard, clean, properly directed, with amenities in good condition and repair, consistent and uniform. Markers rotated consistent with cup rotation system and aligned with the line of play.

Mowing frequency	3-4X/week
Mowing equipment	Walk Mowers or Triplex
Cutting height	3/16 – 5/8 .187 - .625

Greens Approach & collar cut
 Frequency 3-4X/week

Tee markers changed
 Daily
 >100 Rounds

Divots repaired (par threes) 5x/wk

Divots repaired (par 4s/5s) 3x/wk

Amenities:	Meet or exceed competition
Ballwashers/trash containers	
Benches as needed	

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

- Fairway bunkers 3-4X/week

Spot check/raking by hand

- Green bunkers Balance of days

- Fairway bunkers Balance of days

Edging - Cool & Warm Season Grasses

- Mechanical (interval) 8 -10 weeks

Cart Paths & Traffic Control

- Overview; All paths clean, well defined, edged, smooth, in good repair, well-drained and properly located with adequate width and proper surface for use. Curbing should be used for traffic control wherever possible. Permanent traffic devices should be pre-approved and carried consistently throughout the property, keeping aesthetic value and safety in mind.

Edging

-Cool Season (Interval) 8-10 weeks

Sweeping/Blowing Paths

-Green/Tee areas 1 -2x/week

Clubhouse Grounds

- Overview: Neat, well-maintained grounds. Lawns with minimal weeds, mowed and edged, flowers of the season well cared for and properly rotated. All beds free of weeds, leaves and litter. All grounds free of litter and debris.
- Parking lots and sidewalks policed for litter daily and blown with blower or swept as needed prior to guests/members arrival or at night after closing.
- Lawns shall be mowed one to two times per week and fertilized, irrigated, and edged on a regular basis.
- Landscape materials shall be designed and installed to support either sun or shade as the areas present themselves. All plant material shall be fertilized, properly pruned and pest free. Annual plantings should be rotated two to three times during each season.
- Annuals and perennials shall be planted in properly amended soil and support sun or shade as the areas present themselves.

Water Bodies

- Overview: Clean, well defined, minimal weeds and noxious growth. Marked attractively in accordance with USGA rules and materials.

Driving Range & Practice Center

1. PRACTICE GREEN STANDARDS:

- Overview: All practice greens should be as similar as possible to well-maintained course greens: smooth, uniformly turfed, firm but not hard, well defined and free of all major pest problems. Amenities should be uniform, clean and in good repair.

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

Mowing frequency	Daily
Putting speed	1/8 - 3/16 .125 - .187
Daily putting speed	9.0 - 10.5
Cups changed	2-3x/wk
Amenities:	Meet or exceed competition

2. RANGE LANDING AREA STANDARDS:

- Overview: Range landing areas should be clean, uniformly turfed and mowed, weed free and well marked to direct players. Nets and screens, when used, should be in good repair, and uniformly and neatly trimmed.

Mowing frequency	1 - 2X/week
Mowing equipment	5-plex, rotary or gang mwrs
Cutting height	Fwy/Rgh
Target greens	Yes
Target grn overseeding if applicable	Yes
Yardage markers or flags	Yes

3. PRACTICE TEE STANDARDS:

- Overview: All practice tees should be smooth, completely turfed within the current line location, level, firm but not hard, clean, properly directed. Amenities should be in good condition and repair, consistent and uniform. Mats, if used, should be clean and in good repair and replaced as necessary to ensure quality.

Mowing frequency	3X/week
Mowing equipment	Triplex
Cutting height	3/8 - 5/8 .375 - .625
Line location changed	Daily
Divots repaired	3-4X/week
Amenities:	Clean and in good repair
Trash containers	Yes
Benches	Yes
Club washer	Yes
Spike Brushes	Yes
Bag racks	Yes
Drinking water	Yes
Yardage Marking system @ Tee	Yes

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

Tree trimming

- Overview: All trees that prevent 100% turf grass coverage in the “in play areas” due to light exclusion must be selectively pruned. Trees that impose a safety threat to golfers or staff (falling branches etc.) must be removed or selectively pruned. Tree canopy height shall be consistent throughout the golf course. Stumps are unacceptable in play areas with the exception of areas designated as natural habitats. Trimming and removal shall be in accordance with State policy.

MAINTENANCE FACILITY STANDARDS

Maintenance Building Interior

- Building should be secure with the use of dead bolts, pad locks on gates and storage areas. **Consider changing the coding within 24 hours when attrition occurs of any co-worker who has had the code.**
- All fire extinguishers should be located at doorways or fire-prone areas of the building. The fire extinguishers need to be checked annually for proper working condition.
- All flammable material must be kept in a flammable resistant cabinet. (The exception is large containers i.e. oil drums).
- Proper storage of waste oils in secondary containment tubs is mandatory.
- The oil drums for waste and new oil need to be properly marked.
- Container of absorbent (turface or comparable product) to address spills.
- Provide adequate lighting, ventilation and heated workspace in the shop. The electrical receptacles should have grounding protection with 3-prong plugs throughout the shop.
- All parts should be stored in storage compartments or bins that are properly marked for easy inventory control.
- Shop should be organized and free of debris and clutter.
- Shop towels or throw-a-ways supplied along with hand cleaning gel for all co-workers.
- Shop floor should be clean and free of objects that may be a risk of injury to the employee.
- Designated rack to hang foul weather gear.
- Eye wash kit, either portable or permanent, should be in all shop facilities.
- Drinking water, hot and cold water, and bathroom facilities are mandatory.
- Equipment should be parked in designated areas with well-defined, passable walkways.
- Hand tools should be in good condition (shovels, rakes etc.) and should be organized and stored in a hanging position on the wall.

Maintenance Building Exterior

- Equipment should be secured and in working order. All abandoned equipment should be broken down and salvaged for parts or removed from the property by beginning of heavy mowing season.
- Exterior of the building should be clean, painted and properly lighted.

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

- Wash pad area should be clearly defined and used in accordance with local and other ordinances.
- Proper storage of top dressing, aggregates and mulch should be in a designated area away from contamination. This may be storage bins, asphalt pads or a level area of ground.
- Roof and rain gutter should be clean.
- Designated employee parking.
- Garbage bin area should neat and clean with adequate dumpster size based on season.
- Area should be kept free of weeds.

Pesticide, Fertilizer and Seed Storage

- Pesticide room should be clean, organized and contain chemicals that will be used for the current season--out of date chemicals must be disposed of in compliance with the local pesticide laws and regulations.
- Spill response kit should be available in pesticide storage area.
- Exterior of room should be properly marked in compliance with local pesticide laws and regulations.
- The pesticide room should have a secure lock and remain locked if a certified applicator is not in the immediate area.
- Adequate lighting with proper covering over the lights.
- Adequate ventilation and proper temperature maintained per label recommendations.
- Shelving should be plastic or galvanized steel for easy cleaning (no wood).
- A form of secondary containment should be established for any liquids. This could be the entire building or Tupperware or other tubs to hold the capacity of the liquid products.
- List of emergency phone numbers should be posted inside the pesticide facility.
- Inventory of chemicals should be available in superintendent's office.
- All materials should be stored ONLY in original containers.
- Wall-mounted eyewash station near the pesticide facility and mixing station.
- Fertilizer and other granular products should be neatly stacked, clean and organized.
- Seed should be stacked neatly on pallets or in containers to reduce waste and contamination.

Lunch Room

- The maintenance department should have a lunch area that accommodates the staff.
- Lockers or other designated area for personal gear.
- Adequate lighting and seating for employees to eat lunch and have meetings.

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

- Lunchrooms should have adequate heat and air conditioning where appropriate. The counter tops need to be non-porous material that will be easy to clean. The flooring needs to be an easy to clean surface and the walls need to be well kept and painted.
- Laminated poster addressing federal standards
- Emergency phone numbers posted.
- Lunchroom and bathrooms should be clean and organized at all times and contain no old broken down sofas or other furniture.
- Lunchroom should have a quality table and chairs, microwave(s), refrigerator, and hot plate(s) or stove as preferred by staff.
- First aid kit properly stocked and visible to co-workers.
- Proper Safety Equipment provide to co-workers

Deer Management

Vendor shall cooperate with DNREC to implement its deer population management programs on the Facility property. Such programs may include selective hunting and culling of deer on the Facility and surrounding property.

Remainder of page intentionally left blank

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

**EXHIBIT B – HISTORICAL CONTRACT REVENUE AND DATA
(B-1/B-2/B-3/B-4/B-5)**

Included on the RFP Website at: <https://mmp.delaware.gov/Bids>

Remainder of page intentionally left blank

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

EXHIBIT C (C-1 Deerfield/C-2 Garrisons) – INVENTORY

Included on the RFP Website at: <https://mmp.delaware.gov/Bids>

Remainder of page intentionally left blank

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

EXHIBIT D – STANDARD DELAWARE CONTRACT SAMPLE TEMPLATE

NOTE – Document is subject to change as full contract details, terms and conditions will be drafted and sent to the Awarded Vendor upon Award. This template has State of Delaware boilerplate language that is subject to change as suited for the Contract.

State of Delaware Contract Template can be found at: [professional-services-agreement.docx \(live.com\)](#)

Remainder of page intentionally left blank

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

Exhibit E – Best Management Practices for Delaware Golf Courses, March 2019

Included on the RFP Website at: <https://mmp.delaware.gov/Bids>

Remainder of page intentionally left blank

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

Exhibit F – Specifications and Additional Information

Remainder of page intentionally left blank