



State of Delaware

SELF-SERVICE WATERSPORT RENTAL KIOSK(S)

Invitation to Bid

Contract No. NAT25007_ Self-Service Watersport

October 24, 2025

***- Deadline to Respond -
Tuesday, November 25, 2025
1:00 P.M. (Local Time)***

CONTRACT NO. NAT25007_Self-Service Watersport

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for NAT25007_Self-Service Watersport. The invitation consists of the following:

- I. DEFINITIONS and GENERAL PROVISIONS
 - A – GENERAL PROVISIONS
 - B – AWARD AND EXECUTION OF CONTRACT
 - C – GENERAL AUTHORITY
 - D – EQUAL OPPORTUNITY
- II. SPECIAL PROVISIONS
- III. TECHNICAL SPECIFICATIONS
- IV. BID QUOTATION REPLY SECTION

SAMPLE REPORTS

- 1 – MONTHLY USAGE REPORT SAMPLE
- 2 – SUBCONTRACTING (2ND TIER) QUARTERLY REPORTING SAMPLE

ATTACHMENTS

- A – BID QUOTATION
- B – NO BID REPLY FORM
- C – NON-COLLUSION STATEMENT AND ACCEPTANCE
- D – SUBCONTRACTOR INFORMATION FORM
- E – BUSINESS REFERENCES
- F – ITB EXCEPTIONS
- G – CONFIDENTIAL AND PROPRIETARY INFORMATION
- H – OFFICE OF SUPPLIER DIVERSITY (OSD) APPLICATION
- I – PERFORMANCE BOND - **WAIVED**
- J – BID BOND – **WAIVED**
- K – ITB REPLY REQUIREMENTS AND CHECKLIST

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by **Tuesday, November 25, 2025, at 1:00 P.M. (Local Time)**.

Bids shall be submitted to:

**STATE OF DELAWARE
Department of Natural Resources
and Environmental Control
Division of Parks and Recreation
Office of Business Service – NAT25007_Self-Service Watersport
Attn: Kristie Wyatt
89 Kings Highway
Dover, Delaware 19901**

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please contact Kristie Wyatt at kristie.wyatt@delaware.gov.

**DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
DIVISION OF PARKS AND RECREATION**

**I. DEFINITIONS
AND
GENERAL PROVISIONS**

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

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Division of Parks and Recreation

DEFINITIONS

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

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

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

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

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

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

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

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

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

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

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

ITB: Invitation to Bid.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

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

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

DOWN TIME: The kiosk(s) failure to operate properly (i.e., reservations, power, payments, equipment operation, inventory availability, and locking mechanisms).

KIOSK: Non-motorized water sport stand-alone rack system that accepts payments, provides training, dispenses paddle boats/equipment, and provides personal floatation equipment.

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Division of Parks and Recreation

SECTION A - GENERAL PROVISIONS

1. BID INVITATION

See "Definitions".

2. BID FORMS

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. INTERPRETATION OF ESTIMATES

The attention of bidders is called to the fact that, unless stated otherwise, any quantities given in the Bid form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.

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

4. SILENCE OF SPECIFICATIONS

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

5. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

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

6. KEY ITB DATES/MILESTONES

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

Activity	Due Date
ITB Availability to Vendors	Friday, October 24, 2025
Written Questions Due No Later Than (NLT)	Wednesday, November 5, 2025
Written Answers Due/Posted to Website NLT	Friday, November 14, 2025
Bids Due NLT	Tuesday, November 25, 1:00pm local time
Public Bid Opening	Tuesday, November 25, 1:00pm local time
Contract Award	Will occur within 30 days of bid opening

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Department of Natural Resources and Environmental Control
Division of Parks and Recreation

7. INQUIRIES & QUESTIONS

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

All questions with regard to the interpretation of this Invitation **must be received in writing by Wednesday, November 5, 2025. All questions will be answered in writing by Friday, November 14** and posted on <https://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this Invitation to Bid where applicable. Oral explanations or instructions will not be binding.

8. PREPARATION OF BID

- a. **The bidder's Bid shall be written in ink or typewritten** on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The Bid shall show a total bid price for each item bid and the total bid price of the Bid excluding zero quantity items.

9. PRICES/FEES QUOTED

The prices and fees quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

All prices must be quoted in U.S. Dollars.

10. DISCOUNT

No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

11. SAMPLES OR BROCHURES

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

12. BID GUARANTY; BID BOND

WAIVED

13. ITB DESIGNATED CONTACT

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

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

**Kristie Wyatt
DNREC Division of Parks and Recreation
89 Kings Highway
Dover, Delaware 19901**

kristie.wyatt@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.

14. DELIVERY OF BIDS

Bids shall be delivered in sealed envelopes and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Bids forwarded by U.S. Mail shall be sent first class to the address listed below. Bids forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

**State of Delaware
Department of Natural Resources and Environmental Control
Division of Parks and Recreation
Office of Business Service – NAT25007_Self-Service Watersport
Attn: Kristie Wyatt
89 Kings Highway
Dover, Delaware 19901**

All Bids will be accepted at the time and place set in the advertisement. Bidders bear the risk of delays in delivery and any costs for returned Bids. Bids received after the time set for public opening will be returned unopened.

15. WITHDRAWAL OF BIDS

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

16. PUBLIC OPENING OF BIDS

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

17. PUBLIC INSPECTION OF BIDS

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

18. DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its Bid or Bids:

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- a. More than one Bid for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

19. ADDENDA TO THE INVITATION TO BID (ITB)

If it becomes necessary to revise any part of this ITB, revisions will be posted at <https://bids.delaware.gov/> . By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Invitation to Bid.

20. 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 the State of Delaware concerning this ITB or the award of a contract resulting from this ITB shall have their Bid immediately rejected and shall be barred from further participation in this ITB.

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 ITB upon agreement or understanding for a commission, or a percentage, brokerage, or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this ITB without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

21. SOLICITATION OF STATE EMPLOYEES

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

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 contractor or subcontractor under certain circumstances. Vendors may not knowingly

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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.

22. INDEPENDENT CONTRACTORS

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

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period.

23. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of 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 the State of Delaware 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 the State of Delaware is a dual employer, or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, 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 the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. 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.

24. 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.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS

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Division of Parks and Recreation

- a. After the Bids have been opened, the bids will be tabulated, and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new Bids, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY

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

3. CONTRACT AWARD

Within thirty days from the date of opening Bids, the contract will be awarded or the Bids rejected.

4. EXECUTION OF CONTRACT

The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.

If the successful bidder fails to execute the required contract and performance bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its Bid guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. REQUIREMENT OF CONTRACT PERFORMANCE BOND

WAIVED

6. WARRANTY

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

7. THE CONTRACT(S)

The contract(s) with the successful bidder(s) will be executed with the Division of Parks and Recreation.

8. RETURN OF BIDDER'S DEPOSIT

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

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9. INFORMATION REQUIREMENT

The successful bidders shall be required to advise the Division of the gross receipts and rental data made as a result of the contract.

10. CONTRACT EXTENSION

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. SUPPLEMENTAL SOLICITATION

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

SECTION C – GENERAL AUTHORITY

1. AUTHORITY OF AGENCY

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

2. LAWS TO BE OBSERVED

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

3. APPLICABLE LAW AND JURISDICTION

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

4. PERMITS AND LICENSES

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

5. PATENTED DEVICES, MATERIAL AND PROCESSES

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

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Division of Parks and Recreation

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

6. EMERGENCY TERMINATION OF CONTRACT

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

7. TAX EXEMPTION

- a. In accordance with the Internal Revenue Service regulations, the State of Delaware is generally exempt from federal excise tax for communications, certain fuels, sales by manufacturers and the tax on heavy trucks, trailers and tractors. More detail is included in IRS Publication 510 Excise Taxes located at <https://www.irs.gov/pub/irs-pdf/p510.pdf> . Per IRS regulations, all exemption certificates must be specific to the vendor and the type of excise tax. If an exemption certificate is requested by a vendor, the Division of Accounting will work with the agency and vendor to complete the appropriate certificate. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the Bid may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

8. OR EQUAL (PRODUCTS BY NAME)

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

9. BID EVALUATION AND AWARD

The Division will award this contract to the highest percent of gross bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). **Personnel with experience and technical background may be utilized by the Division in making judgment.**

10. INVOICING

The Division may invoice for monies owed by the Vendor as included herein (i.e., percent of gross payments, liquidated damages, etc.).

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11. 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.

12. ASSIGNMENT OF ANTITRUST CLAIMS

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

SECTION D - EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

- a. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. During the performance of this contract, the contractor agrees as follows:
 1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and

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applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin.”
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies, or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

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

II. SPECIAL PROVISIONS

1. CONTRACT REQUIREMENTS

This contract will be issued to cover the need for outdoor recreational opportunities through self-service watersport rental kiosk(s) at multiple park locations for the Division.

2. AGENCY USE CONTRACT

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

3. CONTRACT PERIOD

Each vendor's contract shall be valid for a **two (2) year term from March 1, 2026, through February 29, 2028**. Each contract may be renewed for one (1) additional two (2) year extension period through negotiation between the contractor and the Division. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

4. PRICES/FEES

Prices and fees shall remain firm for the term of the contract. All prices and fees shall be quoted in U.S. Dollars.

Vendors are not restricted from offering better pricing at any time during the contract term.

5. NUMBER OF COPIES WITH MAILING OF BID

To be considered, all Bids must be submitted in writing and respond to the items outlined in this ITB. The State reserves the right to reject any non-responsive or non-conforming Bids. **Each Bid must be submitted with two (2) paper copies and two (2) electronic copies on separate USB flash drives.** One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a vendor signature. The remaining copies do not require original signatures.

6. 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.

7. POTENTIAL CONTRACT OVERLAP

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

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8. SUPPLEMENTAL SOLICITATION

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

9. PRICE ADJUSTMENT

The Vendor is not prohibited from offering better pricing/fees on its services or materiel offered under the contract. The State is not prohibited from requesting better pricing/fees on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial term period, the Division shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

10. SHIPPING TERMS

F.O.B. destination; freight pre-paid.

11. QUANTITIES

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the Bid are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.

Prior contract utilization may be viewed on the Delaware Open Data Portal <https://data.delaware.gov/>. The Government and Finance data sets provide Central Contract Line Item Spend by Fiscal Year among several additional data products. Past usage shall not be considered a guaranteed future volume.

The Division has never had this type of service previously; however non-motorized water sport rental volumes are provided in section III. TECHNICAL SPECIFICATIONS – SCOPE OF WORK.

12. ELECTRONIC CATALOG

At the discretion of the Division, the successful vendor(s) may be required to submit their items list in an electronic format designated by the State.

By example, but not limited to, the following items may be required:

- Electronic catalogs,
- Electronic catalogs converted to a CSV format with contract specific pricing,
- Items designated by commodity/classification code: United Nations Standard Products and Services Code (UNSPSC), and/or
- A unique item ID for all items in your system and/or our award.

13. FUNDING OUT

The continuation of this contract is contingent upon funding appropriated by the legislature.

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14. BID BOND REQUIREMENT

The Bid Bond requirement has been waived.

15. PERFORMANCE BOND REQUIREMENT

The Performance Bond requirement has been waived.

16. MANDATORY INSURANCE REQUIREMENTS

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

- a. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- b. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
- c. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law
- d. 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:
 - 1. \$1,000,000 combined single limit each accident, for bodily injury;
 - 2. \$250,000 for property damage to others;
 - 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 - 4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. § 2118; and
 - 5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

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

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 the State. The certificate holder is as follows:

State of Delaware
DNREC Division of Parks and Recreation
Contract No: NAT25007_Self-Service Watersport
89 Kings Highway
Dover, Delaware 19901

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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.

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, the State of Delaware'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.

In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

17. BASIS OF AWARD

The Division shall award this contract to and the highest and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on the basis of price, product evaluation, **and prior history of service and capability.**

The Division reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware, pursuant to 29 *Del. C.* § 6926.

18. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful vendor shall either furnish the Division with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899-8750 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

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

19. INDEMNIFICATION

a. General Indemnification

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

b. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without

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limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

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

20. OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

21. NON-PERFORMANCE

- a. 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, DNREC may direct the removal of all or some kiosk(s) and contract for equivalent product on the open market. Under no circumstances shall monies due to DNREC for past sales (contracted percent of gross) be withheld in the event open market services/kiosk(s) are acquired. No revenue will be due to the Vendor for any open market contract.
- b. Liquidated Damages shall apply as included herein.

22. FORCE MAJEURE; APPLICABILITY

Neither the Vendor nor the State 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 Contractor 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

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- d. The State'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.

23. CONTRACTOR NON-ENTITLEMENT

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

24. EXCEPTIONS

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

Exceptions must be submitted utilizing Attachment F to be considered. The Division maintains sole discretion to reject any vendor exceptions that are submitted.

25. MANDATORY USAGE 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 (Sample Report 1) shall be furnished in an Excel format (with Vendor provided software support documentation) and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the rentals/services and down-time for kiosk(s) 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, down-time, 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 Bids.

In accordance with [Executive Order 49](#), the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier,

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Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service-disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Sample Report 2.

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. Contracts spend during the covered periods shall result in a report even if the contract has expired by the report due date.

26. BUSINESS REFERENCES

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment E. 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.

PLEASE DO NOT UTILIZE STATE OF DELAWARE PERSONNEL AS REFERENCES.

27. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. The Division is responsible for placing their kiosk orders and may be accomplished by written purchase order, telephone, email, fax or computer on-line systems. The contractor or vendor must accept requests, without imposing any additional fees, costs or conditions.

28. PAYMENT

Payment by Vendor to the Division shall be in accordance with III. TECHNICAL SPECIFICATIONS – SCOPE OF WORK.

29. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid unless specific approval is given by the Division to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

30. OPPORTUNITY BUYS

The Director for the Division can waive use of an agency contract pursuant to 29 *Del. C.* § 6911(d). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a contract. See [Opportunity Buy Flowchart](#). The Director will afford any vendor on an existing contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

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31. I FOUND IT CHEAPER

Director for the Division can waive use of an agency contract pursuant to 29 *Del. C.* § 6911(d). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a contract. See [I Found It Cheaper Flowchart](#). The Director will afford any Vendor on an existing contact an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

32. BID/CONTRACT EXECUTION

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Department of Natural Resources and Environmental Control, Division of Parks and Recreation.

The State of Delaware requires a new vendor to complete the registration process through the Delaware Supplier Portal at <http://esupplier.erp.delaware.gov>. Successful completion of this registration enables the creation of a State of Delaware supplier record. The Taxpayer ID (SSN or EIN) and Applicant (supplier) name are submitted to the Internal Revenue Service for “matching”. If the Taxpayer ID and name do not match, the vendor record cannot be approved.

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

Any questions about completing this registration or specific comments about the registration, please contact supplier maintenance by phone at 302-672-5000.

33. VENDOR RESPONSIBILITY

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB 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 Bid by completing Attachment D, and are subject the approval and acceptance of the Division.

34. PERSONNEL, EQUIPMENT AND SERVICES

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

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35. 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.

36. VENDOR BACKGROUND CHECK REQUIREMENTS

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

Delaware Sex Offender Central Registry at:
<https://sexoffender.dsp.delaware.gov/>

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

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

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

37. LIFE CYCLE COSTING

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment

38. ENVIRONMENTAL PROCUREMENT PRODUCTS

- a. Energy Star - If applicable, the Contractor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Contractor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.
- b. Green Products – third party certification of green products accepted from Division w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.
- c. Contractors shall report all green items procured during the monthly reporting period using the Usage Report

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that will be provided to the awarded Vendor(s).

- d. Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found:

[Environmentally Preferred Purchasing Policy](#)

39. 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.

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 the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

40. 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 the State of Delaware and the Contractor 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 the State of Delaware.

41. TERMINATION OF CONTRACT

The contract resulting from this ITB may be terminated as follows by the Division.

a. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance

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of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

b. Termination for Convenience

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

42. CHANGES

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

43. 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.

44. AUDIT ACCESS TO RECORDS

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

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45. IRS 1075 Publication (If Applicable)

a. Performance

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

(1) All work will be performed under the supervision of the contractor.

(2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.

(3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format 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 or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.

(4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.

(5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

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(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

b. Criminal/Civil Sanctions

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI 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 FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor 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.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized

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Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures 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 the initial certification and the annual recertifications, the contractor and each officer or employee 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 contractor 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. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

46. ASSIGNMENT

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

47. NOTICE

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

**State of Delaware
DNREC Division of Parks and Recreation
Office of Business Service - NAT25007_Self-Service Watersport
89 Kings Highway
Dover, Delaware 19901**

48. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty-four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the Bid as non-responsive.

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

49. SUBCONTRACTS

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

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

If a company elects to be a subcontractor for another vendor, the subcontractor may not independently bid on this solicitation.

50. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used.

51. CONFIDENTIALITY

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

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq.](#) ("FOIA"). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a once a fully executed contracts is received, the content of all vendor Bids are subject to FOIA's public disclosure obligations and exemptions.

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The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Bids must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their Bid without including confidential business information, they must adhere to the following procedure or their Bid 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 Bid as confidential business information.

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

52. NO PRESS RELEASES OR PUBLIC DISCLOSURE

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

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

53. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL

Upon contract expiration or termination, the awarded Vendor shall remove all kiosk(s), rental equipment and supplies from the assigned location(s) no later than thirty (30) days once all contract obligations by the Vendor have been met. Failure to remove equipment timely shall result in the Division owning the equipment and/or transferring it to State of Delaware Surplus for disposition.

54. VENDOR ADHERENCE TO DELAWARE TECHNOLOGY STANDARDS

- a. The Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State. The Vendor shall follow practices consistent with generally accepted professional and technical policies and standards. The Vendor shall be responsible

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 Division of Parks and Recreation

for ensuring that all services, products and deliverables furnished to the State are consistent with practices utilized by, or policies and standards promulgated by, the Department of Technology and Information (DTI) published at: <http://dti.delaware.gov/information/standards-policies.shtml>.

55. LIQUIDATED DAMAGES

The State of Delaware shall include in the following liquidated damages provisions for non-performance:

Vendor shall ensure accuracy and performance for all services included herein. DNREC shall charge Vendor for all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's performance and work product and/or services. This shall be in addition to any applicable liquidated damages. The following liquidated damages shall apply to this Agreement:				
Ref No.	Application	Key Performance Measure ("KPM")	Standard	Liquidated Damages
001	Operating Schedule	Vendor shall ensure that Kiosk(s) are on available for use by park patrons during park hours (typically daily from 8 a.m. until sunset) and not during the winter. Vendor shall coordinate with the applicable park superintendent on an actual operating schedule (months and days) the kiosk(s) shall operate. The park superintendent reserves the right to set schedule based on park needs and safety.	No failures of Vendor to adhere to the actual operating schedule established annually by the park superintendent.	\$50/first instance of schedule not being adhered to. \$150/each additional instance of schedule not being adhered to.
002	Operations	Vendor shall ensure on-site maintenance and functionality of the rental unit(s) (includes ability of the customer to access the kiosk(s) and equipment, make reservations, equipment availability, power to the kiosks(s), and payment processing).	Less than 5% down-time (or inability to rent) cumulatively for all kiosk(s) per month; and/or No more than two (2) DNREC received performance complaints per month (cumulatively for all kiosk(s)); and/or No more than two (2) DNREC staff inspection performance failures per month (cumulatively for all kiosk(s)).	Monthly - \$250/each instance of non-compliance (per % point above 5%; per complaint more than two (2) complaints; per inspection failure more than two (2) inspection failures.
003	Payments and Reporting	The Vendor(s) agrees to pay the percentage of gross receipts monthly to the Division. Payments shall be	No failures of Vendor to submit timely payments, monthly reporting and annual reporting.	\$150/each week (7 days) of non-compliance that payment and/or

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		<p>accompanied with previous months reporting in Excel format (with Vendor provided software support documentation) and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the rentals/services and down-time for kiosk(s) on this contract.</p> <p>The Vendor(s) agrees to submit to: Parks_OBS@delaware.gov, a monthly contract report as described above, no later than the 15th (or next business day after the 15th day), covering each day's operation under the agreement.</p> <p>The Vendor(s) agrees to submit 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 "Reviewed" by a certified public accountant prior to submission and proof of "Review" must be included in Vendor submission.</p>		<p>monthly contract reporting is not received.</p> <p>\$250/each week (7 days) of non-compliance that tabulated annual gross receipts reports and annual financial reports ("Reviewed" by a certified public accountant with proof of "Review") is not received after December 31 of each year.</p>
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III. TECHNICAL SPECIFICATIONS – SCOPE OF WORK

A. PRODUCTS AND SERVICES

DNREC’s Division of Parks and Recreation (Division), seeks to contract with highly qualified Vendor(s) for the implementation and operation of **SELF-SERVICE WATERSPORT RENTAL KIOSK(S)** (referred to as “rental unit(s) or kiosk(s)”) at designated Delaware State Parks locations. **This is not a contract for full watersport and/or kayak and boat rental services for all Delaware State. DNREC reserves the right to add/remove during the contract term.**

The rental unit(s) must include, but are not limited to, non-motorized watersport rental equipment to include secure rack and storage system, kayaks and paddleboards, equipment needed to operate said items such as paddles of varying size, PCI compliant remote payment processing, and all required safety equipment to include personal flotation device(s) (PFDs) of varying size. The rental unit shall not be a permanent structure. All rental unit(s) must be unattended while allowing patrons to rent out and access the equipment.

B. VENDOR RESPONSIBILITIES

1. Provide rental unit(s) and equipment at designated locations during park operation hours (unit shall not be operable during non-operating hours (i.e., at night)) with remote locked rack units and storage lockers/boxes.
2. Provide a rental process that includes clear, ease of use for customers.
 - a. Instructions to rental consumers on the proper use of PFDs and the safe use/operation of the watersport related equipment in accordance with Delaware law are required. Safety tips and videos required.
 - b. Flexible payment options required (i.e., credit card, tap-to-pay, pay-by-app, etc.) and email receipts.
 - c. Waivers and insurance (as applicable and as approved by the Division).
3. Deliver and install rental unit(s), including all equipment, in park approved designated locations.
 - a. Kayaks and paddleboards are high-use rental items and shall be included in rental unit(s); Vendor shall coordinate and receive approval from park on which watercraft and support equipment are included prior to installation.
 - b. Provide applicable watersport US Coast Guard-approved safety equipment to include PFDs of varying sizes.
 - c. No permanent installations are allowed.
4. Provide services for the rental unit(s):
 - a. Customer Service for customers and park staff.
 - b. Training for park staff *as needed* (the expectation is that the Vendor manages the rental unit(s) and provides all services to customers).

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- c. On-site maintenance of the rental unit(s) that shall include but not be limited to equipment safety checks and cleanings, replacement equipment, and rental unit(s) maintenance.
 - d. Equipment GPS tracking.
 - e. Software and reporting; include usage and revenue reporting, and “up-time”/”down-time” reporting (unavailability of the full and partial kiosk(s), equipment, power, etc.).
 - f. Ability to make reservations.
 - g. Remote operation capabilities of the kiosk(s) and equipment monitoring (i.e., Bluetooth or satellite).
5. Vendor is solely responsible for rental unit(s) expenses and functions.

C. DIVISION RESPONSIBILITIES

- 1. Provide approved locations for rental kiosk(s).
- 2. Provide joint efforts to promote the service in Delaware State Parks.
- 3. The Division reserves the right to enlarge, close and/or reduce the size of any area or kiosk location 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 the Division.

D. OPERATION TIMES

Kiosk(s) shall only be available for use by park patrons during park hours (typically daily from 8 a.m. until sunset) and not during the winter. Vendor shall coordinate with the applicable park superintendent on an actual operating schedule (months and days) the kiosk(s) shall operate. The park superintendent reserves the right to set schedule based on park needs and safety.

E. UTILITIES

Electricity, solar, internet service, telephone and/or other utilities used in the Vendor’s kiosk(s) shall be solely at the Vendor’s expense. All costs for utility installation or upgrades will be at Vendor’s own expense and at no cost to the Division.

F. TAXES AND PERMITS

The Vendor(s) 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 part of the services.

G. CONTRACT FEES AND REPORTING

The Vendor(s), as a fee for the contract rights herein granted, agrees to pay to the Department of Natural Resources and Environmental Control, Division of Parks and Recreation/OBS, 89 Kings Highway, Dover, DE 19901, a negotiated percentage of gross receipts.

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The percentage of gross shall be for all locations and is listed as well on Attachment A Bid Quotation sheet. The Division will not consider bids with no minimum percent of gross fee. If Vendor determines to propose an alternate fee, they must also include that on the Exception Form – Attachment F of this ITB.

The Vendor(s) agrees to pay the percentage of gross receipts **monthly** to the Division. Payments shall be accompanied with previous months reporting in Excel format (**with Vendor provided software support documentation**) and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the rentals/services and down-time for kiosk(s) on this contract.

The Vendor(s) agrees to submit to: Parks_OBS@delaware.gov, a contract report as described above, 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 "Reviewed" by a certified public accountant prior to submission and proof of "Review" must be included in Vendor submission.**

H. INTEREST PAYMENTS

Any payments which become due from the Vendor(s) to the Division, and which are not paid on or before the due date shall be subject to an interest penalty of twelve (12) percent per annum until paid, computed from the due date. When a late payment is received, the Vendor(s) 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. Additional Liquidated Damages may apply.

I. PUBLIC RATES AND CHARGES

1. Vendor(s) warrant that all products and services offered by it to the public shall be of the highest quality and consistent with quality specifications provided by the Vendor(s) pursuant to this section.
2. Vendor(s) shall have the right and privilege to charge prices and rates as are reasonable and fair. All price changes shall be subject to the prior written approval of the Division.
3. Vendor(s) shall submit a price list to the Division each season, before the beginning of the operation, with a schedule of products and services to be offered and the prices to be charged for each product or service. Vendor(s) agrees to offer only such products and service items at such prices as have been approved by the Division. In approving rates, primary consideration will be given to the prices charged for similar classes of products and service items furnished outside the areas administered by the Division under similar conditions.
4. If, in the sole opinion of the Division, any products or services offered by the Vendor(s) are inconsistent with the image or reputation of the DNREC or the State of Delaware or are otherwise deemed unsuitable for sale on the contracted premises, the Division shall request the Vendor(s) cease selling such products or services and the Vendor(s) shall cease doing so immediately upon receipt of such written request from the Division

J. SECURITY

The Vendor(s) shall be responsible for security of its equipment, software and any credit card services while contracting with the Division. The awarded Vendor(s) understand that the Division shall not be responsible for any damage to Vendor's equipment.

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K. INSPECTION

The Vendor(s) will allow free access to the kiosk(s) as needed to authorize representatives of DNREC and other county, state or federal officials having jurisdiction for inspection purposes. The Vendor(s) shall further agree that if notified in writing by the Division or its authorized representatives (for which email is acceptable) that any part of the contracted premises/kiosk(s) or the facilities thereof for which the Vendor(s) is responsible for services rendered are not in conformance with the contract granted, then the Vendor(s) shall remedy the same within 48 hours, or a reasonable time period agreed upon between the Division and the Vendor(s).

L. ACCOUNTING AND REPORTS

The Vendor(s) 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(s) shall be immediately and properly recorded. The Vendor(s) shall permit the Division or its authorized representatives to examine and audit financial records relative to this contract at any reasonable time during normal business hours, after giving the Vendor(s) two weeks' notice of the date and time of such examination and audit. The Vendor(s) shall retain these financial records for a period of five (5) years beyond the termination of this contract unless earlier disposal is approved by the Division in writing.

M. EMERGENCIES

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

N. CONCESSION FRANCHISE LIMITATIONS

Vendor(s) shall faithfully conform to all the provisions of this RFP and any contract signed between the State and Vendor, and for as long as any Services are provided as heretofore described at each of the Delaware State Parks, however, Vendor(s) may not have exclusive rights for providing services. Any additional Vendors authorized to sell within the park are at the sole discretion of the Division.

O. MARKETING AND PROMOTION PLANS; SIGNS AND ADVERTISING

1. The Vendor(s) are encouraged to work with the Division on a marketing and promotion plan for each calendar year. The agreed upon marketing plan may contain promotional activities at or in connection with Delaware State Parks annual promotional activities or with individual state parks or facilities.
2. The Vendor(s) agrees not to use signs or any other means of soliciting business without the approval of the Division and agrees not to advertise any contract between the State and Vendor(s) in any manner or form on or about premises contracted to it, or elsewhere, or in any newspaper or otherwise, without such prior approval. Any printed advertising shall include the correct name and location of the operation, e.g., Delaware State Parks at Fenwick Island State Park.
3. The Division, through their authorized agents, reserves the right to prohibit the erection, display or use of signs which are not in keeping with the park area. Permission must be granted by the Division or their authorized agents prior to the erection, display, or use of signs. The Division also reserves the right to designate the type, size, wording, color, and number of signs requested by the Vendor(s).

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Division of Parks and Recreation

P. PAYMENT CREDIT CARD INDUSTRY (PCI) REQUIREMENTS

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

Q. DAMAGE TO PARK FACILITIES

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

R. WAIVER OF DAMAGES

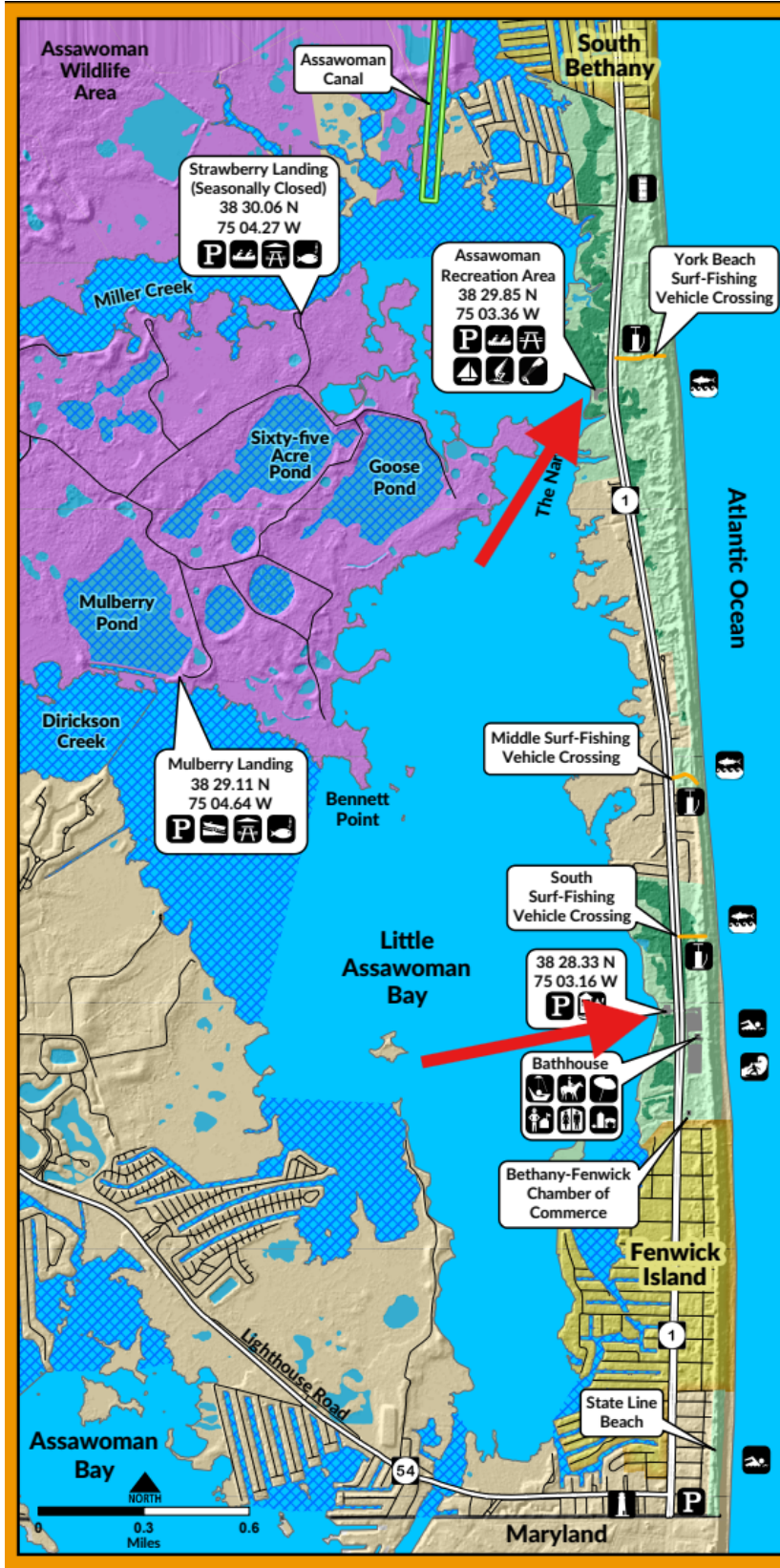
Vendor(s) waives any and all claims for compensation of any loss or damage sustained by the Vendor(s) resulting from fire, water, natural disaster (i.e., hurricane, tornado, etc.) civil commotion or riots.

S. INITIAL LOCATIONS FOR KIOSK(S):

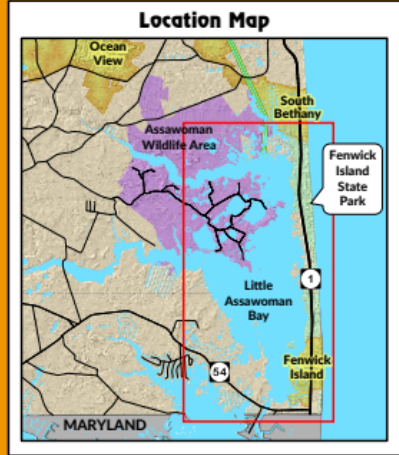
The Division reserves the right to add or remove Kiosk locations during the term of the contract throughout its 17 state parks. Maps included below for initial locations:

- Fenwick Island State Park - Previous kayak rental and tour location
- Fenwick Island State Park - Assawoman Recreation Area
- Delaware Seashore State Park - Tower Bay Road
- Delaware Seashore State Park - Town Rd (near ADA launch)

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Fenwick Island State Park



Legend

State Park Land	Picnic Tables
State Fish & Wildlife Area	Picnic Pavilion
Forested Land	Swimming Area (Guarded Beach)
Water	Surfing
No Shellfish Harvesting	Umbrella Rental
Municipalities	Boat Rentals
Building	Boat Ramp
Parking	Non-Motorized Boat Launch
Roads	Fishing
Surf-Fishing Vehicle Crossing	Surf Fishing
Facilities	Air Pumping Station
Parking	Observation Tower
Park Office	Sailing
Restrooms	Windsurfing
Information	Kiteboarding
Horse Trailer Parking/Access *	WWII Tower
Showers/Bath House	Fenwick Lighthouse
Food Concession	

* Horseback riding regulations vary by season. Please contact the park office for details.
 December 2023



Park Information

Park Office: (302) 227-2800
 39415 Inlet Road
 Rehoboth Beach, DE 19971
www.destateparks.com



DELAWARE STATE PARKS
 YOUR OUTDOOR ADVENTURE STARTS HERE

Delaware Seashore State Park



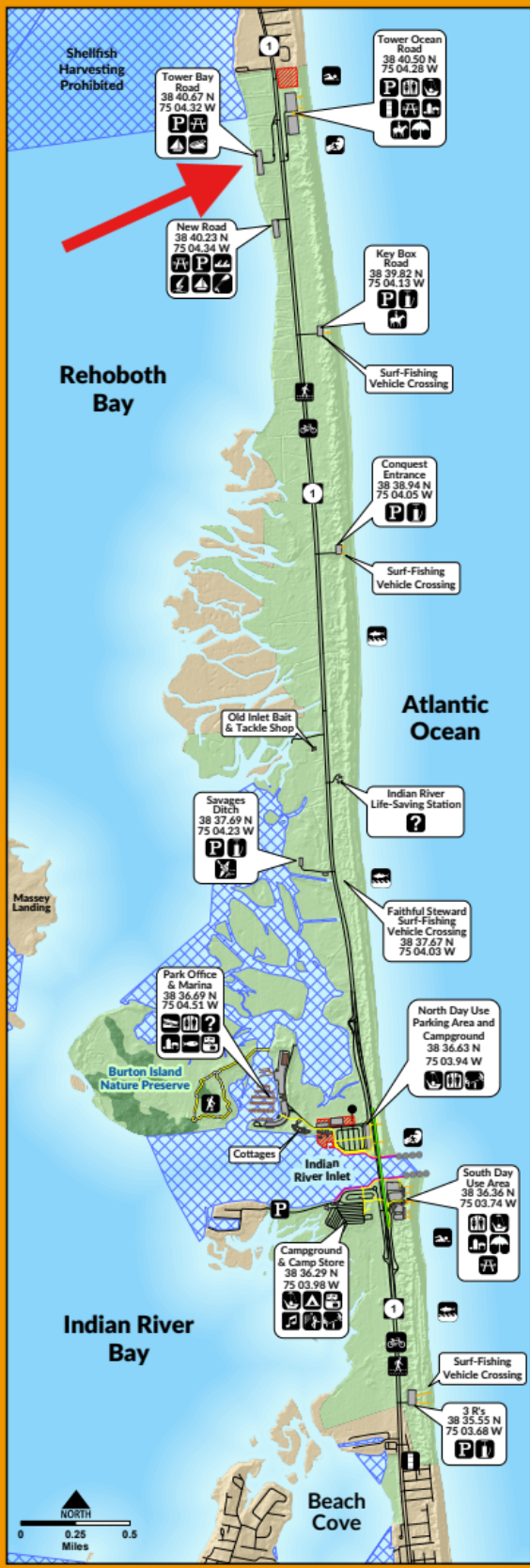
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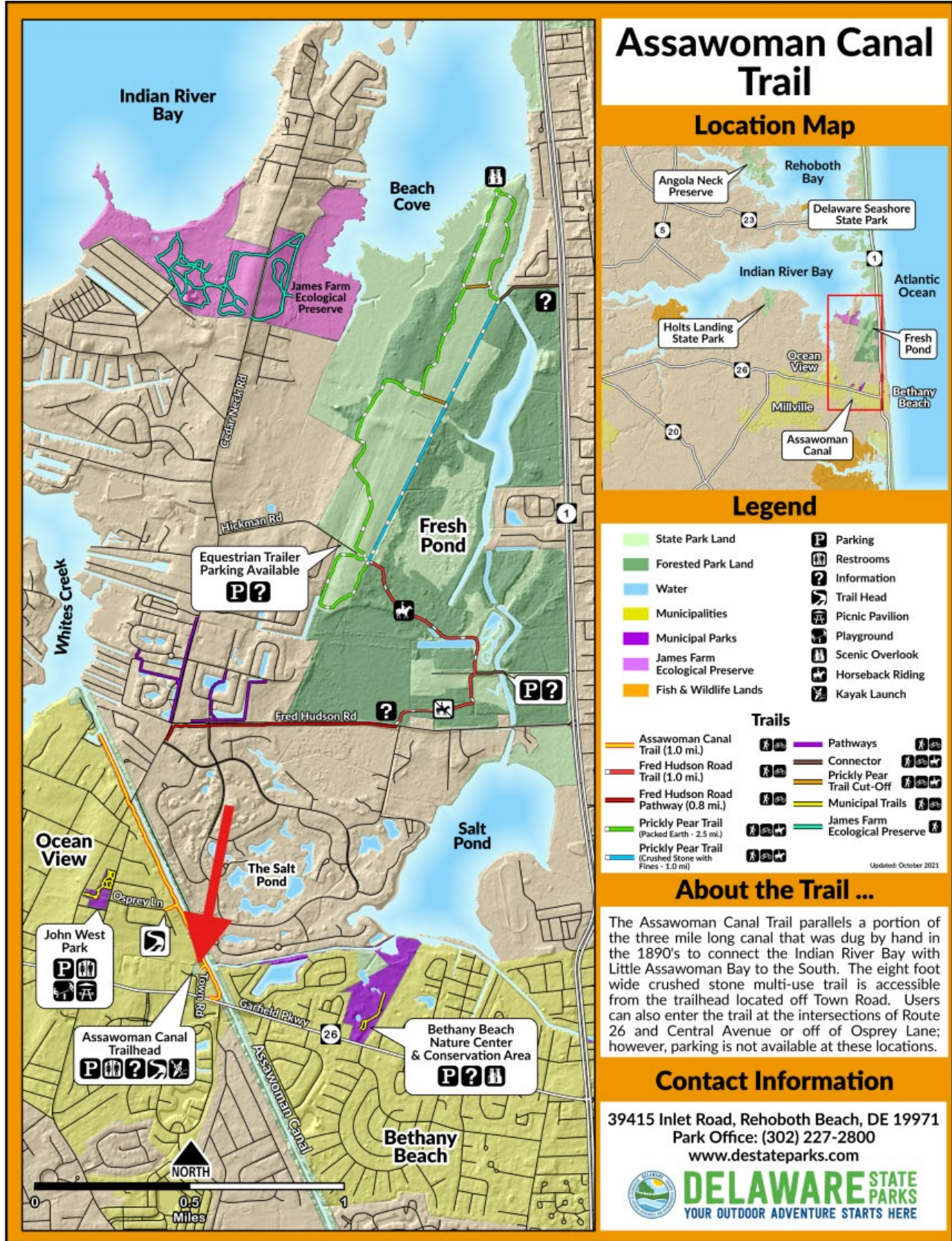
State Park Land	Connector Trail	Horseback Riding*
Forested Park Land	Dune Crossing	Boat Ramp
Restricted Area	Parking	Non-Motorized Boat Launch
No Shellfish Harvesting	Information	Kayak Launch
Municipalities	Restroom	Air Pumping Station
Buildings	RV Pump-out	Surf Fishing
Parking	Showers/Bath House	Fish-Cleaning/Bait & Tackle
Water Tower	Food Concession	Clamming
Rock Jetty	Tent Camping	Scenic Overlook
Docks	Picnic Tables	Kiteboarding
Burton Island Trail (1.2mi.)	Amphitheater	Sailing
Multi-Use Pathway	Playground	Surfing
Prickly Pear Trail (Crushed Stone) - 1.0 mi.	Umbrella Rental	Swimming Area (Guarded Beach)
Prickly Pear Trail (Packed Earth) - 2.5 mi.	Bike Path	Volleyball Court
Fisherman's Walkway	Pedestrian Path	Windsurfing
Fred Hudson Road Trail - 1.0 mi.	Off Road Biking	Tower
Fred Hudson Road Pathway - 0.8 mi.	Hiking Trail	
Cut-Off Trail		
Bike/Pedestrian Lane		

*Horseback riding regulations vary by season. Please contact the park office for details.



Park Information
 39415 Inlet Road, Rehoboth Beach, DE 19971
 Park Office (302) 227-2800
 Indian River Life-Saving Station (302) 227-6991
 Indian River Marina (302) 227-3071 Campground (302) 539-7202
 Campground and Cottage Reservations 1-877-98-PARKS
 www.destateparks.com





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Department of Natural Resources and Environmental Control
Division of Parks and Recreation

IV. BID QUOTATION REPLY SECTION

Contract No. NAT25007_Self-Service Watersport

Contract Name: SELF-SERVICE WATERSPORT RENTAL KIOSK(S)

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to Department of Natural Resources and Environmental Control, Division of Parks and Recreation by **Tuesday, November 25, 2025 at 1:00 P.M.** (Local Time) at which time bids will be opened.

Bids shall be submitted to:

**State of Delaware
Department of Natural Resources and Environmental Control
Division of Parks and Recreation
Office of Business Service – NAT25007_Self-Service Watersport
Attn: Kristie Wyatt
89 Kings Highway
Dover, Delaware 19901**

PUBLIC BID OPENINGS

The public bid opening ensures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

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

NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING

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Sample Report 2

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 or UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	Date Paid			

Note:
 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'.

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Attachment A

Contract No.: NAT25007_Self-Service Watersport

Contract Title: SELF-SERVICE WATERSPORT RENTAL KIOSK(S)

BID QUOTATION FORM

Vendor(s) must provide services and kiosk(s) for all Delaware State Parks. The contract fee shall be a negotiated percentage of gross receipts. DNREC will not consider bids with no minimum percent of gross fee. If Vendor determines to propose an alternate annual flat fee, they must also include that on the Exception Form – Attachment F of this ITB.

COMPANY

DATE _____

Proposed Percentage of Gross – _____%

Additional Information:

a. How many years of experience in self-service watersport rental kiosk(s) (Check one box)

- 0 – 5
- 5-10
- 10-15
- 15-20
- 20-25
- 25+

b. Have you ever lost / defaulted on a contract or agreement? Yes No

i. If yes, please provide date of default and reason. _____

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- c. Include your brochures and full description of your business and offerings that confirm your ability to meet the Scope of Work requirements included in this Invitation to Bid.

PRINT NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TELEPHONE: (____) _____

EMAIL: _____

Bidder is: an individual; partnership; Corporation
If a partnership, bid offer shall be signed by an authorized partner under the name of the partnership.
If a corporation, bid offer shall be signed by an authorized executive officer of the corporation under its registered name and the corporate seal affixed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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Attachment B

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Department of Natural Resources and Environmental Control
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NO BID REPLY FORM

Contract No. NAT25007_Self-Service Watersport
Contract Title: SELF-SERVICE WATERSPORT RENTAL KIOSK(S)

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

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

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

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

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

FIRM NAME

SIGNATURE

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

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

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

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Attachment C

CONTRACT NO.: NAT25007_Self-Service Watersport

TITLE: SELF-SERVICE WATERSPORT RENTAL KIOSK(S)

DEADLINE TO RESPOND: Tuesday, November 25, 2025

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 Bid, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a Bid as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, 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 F, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

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

COMPANY NAME _____ (Check one)

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

NAME OF AUTHORIZED REPRESENTATIVE _____

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.

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?
 YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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 Division of Parks and Recreation

Attachment D

SUBCONTRACTOR INFORMATION FORM

Contract No. **NAT25007_Self-Service Watersport**
 Contract Title: **SELF-SERVICE WATERSPORT RENTAL KIOSK(S)**

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. NAT25007_Self-Service Watersport	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

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Attachment E

BUSINESS REFERENCES

Contract No. **NAT25007_Self-Service Watersport**
Contract Title: **SELF-SERVICE WATERSPORT RENTAL KIOSK(S)**

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

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

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

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

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.



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

Supplier Diversity Certification Applications can be found here:
[Certifications - Division of Small Business - State of Delaware](#)

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

[Subscribe](#) to the OSD Mailing List

New address for OSD:
Carvel State Building
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:
(Local applicants may drop off applications here)

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
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Attachment I

**PERFORMANCE BOND
BOND HAS BEEN WAIVED**

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Attachment J

**BID BOND
BOND HAS BEEN WAIVED**

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Attachment K

ITB REPLY REQUIREMENTS AND CHECKLIST

The response should contain the following minimum information:

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

Item No.	Description	Included?? (check yes or no)
1.	Brief Vendor Cover Letter including Vendor's experience, if any, providing similar services, and a description of the service offering. The letter shall be signed by a representative who has the legal capacity to enter.	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.	Two (2) paper copies of the bidder's submission, One (1) copy shall be marked "Master Copy" and will contain original signatures in ALL locations. This includes all Attachments <u>required by the ITB</u> . Brochures are also required. PLEASE DO NOT PUT SUBMISSION DOCUMENTS INTO SHEET PROTECTORS.	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.	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. Include Vendor brochures in pdf. Format on each CD, DVD or USB. VERIFY ALL MEDIA WORK CORRECTLY FROM SEVERAL SOURCES PRIOR TO SUBMISSION. All documents should be scanned and saved as <u>one</u> PDF file. Please avoid saving individual pdf. pages.	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.	(Attachment A BID QUOTATION) One (1) completed Bid Quotation form. Form must be included.	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.	(Attachment C) One (1) complete signed and notarized copy of the Non-Collusion agreement MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.	Yes <input type="checkbox"/> No <input type="checkbox"/>
6.	(Attachment F) One (1) completed Exception form – please check box if no information. Form must be included.	Yes <input type="checkbox"/> No <input type="checkbox"/>
7.	(Attachment G) One (1) completed Confidential and Proprietary form – please check box if no information provided will be considered confidential or proprietary. Form must be included.	Yes <input type="checkbox"/> No <input type="checkbox"/>
8.	(Attachment E) 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"/>

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9.	(Attachment D) 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"/>
10.	(Attachment H) One (1) complete OSD application (<i>see link on Attachment 10</i>) – only provide if applicable.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
11.	(Attachment K) One (1) completed copy of this ITB Reply Requirements and Checklist filled out by the Bidder.	Yes <input type="checkbox"/> No <input type="checkbox"/>
12.	Two (2) Copies of each brochure/equipment specification/product being bid on.	Yes <input type="checkbox"/> <input type="checkbox"/>