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

Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing Indian River Marina

Request for Proposal

Contract No. NAT26004_Fishing

November 20, 2026

- Deadline to Respond -
January 6, 2027
1:00 PM (Local Time)

RFP V071016

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

CONTRACT NO. NAT26004_Fishing

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing Indian River Marina. The proposal consists of the following:

Contents:

I. INTRODUCTION

II. SCOPE OF WORK

III. FORMAT FOR PROPOSAL

IV. PROPOSAL EVALUATION PROCEDURES

V. MANDATORY PREBID MEETING

VI. DEFINITIONS AND GENERAL PROVISIONS

VII. PROPOSAL REPLY SECTION

ATTACHMENTS

Appendix A – STATEMENT OF WORK AND TECHNICAL SPECIFICATIONS

Appendix B – PRICING FORM

**** Ctrl+Click on the headings above will take you directly to the section.**

To be considered, all Proposals must be submitted as outlined in this RFP. The State reserves the right to reject any Proposals that is determined to be non-responsive or non-conforming.

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal (RFP). Should you need additional information, please call either Kristie Wyatt at kristie.wyatt@delaware.gov, 302-739-9192, or Rebecca Lovin at Rebecca.lovin@delaware.gov, 302-739-9206

I. INTRODUCTION

A. PURPOSE

The State of Delaware provides certain facilities for the use and benefit of the public in areas under the administration of the Department of Natural Resources and Environmental Control, Division of Parks and Recreation (the "Division") and desires to provide Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing at Indian River Marina located in Delaware Seashore State Park for the convenience, benefit and recreational use and enjoyment by the general public.

The purpose of this Request for Proposal is to obtain sealed proposals from a Vendor capable of satisfying the Division requirements for Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing Indian River Marina located in Delaware Seashore State Park.

It is the goal of this Request for Proposal to identify a Vendor who (i) meets park requirements and the business and legal criteria set forth herein; (ii) is capable of executing a Contract within the timeline provided; and (iii) can deliver the Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing Services within the Park as stated in Vendor's submitted proposal.

1. COMPETITIVE SEALED PROPOSAL

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

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

2. CONTRACT REQUIREMENTS

This contract will be issued to procure Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing Indian River Marina located in Delaware Seashore State Park.

3. AGENCY USE CONTRACT

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

4. MULTIPLE SOURCE AWARD

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 *Del. C.* § 6926.

5. 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.

6. 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.

7. CONTRACT PERIOD

Each Vendor's contract shall be valid for a **three (3) year contract term** period from **April 1, 2027 to March 31, 2030**. Each contract **may be renewed for one (1) two (2) year period** through negotiation between the Vendor and the Division. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

B. KEY RFP DATES/MILESTONES

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

Activity	Due Date
RFP Availability to Vendors	**November 20, 2026**
Written Questions Due No Later Than (NLT)	**December 4, 2026**
Written Answers Due/Posted to Website NLT	**December 18, 2026**
Proposals Due NLT	**January 6, 2027, at 1:00 p.m. (local time)**
Proposal Opening	**January 6, 2027, at 1:00 p.m. (local time)**
Contract Award	**Will occur within 90 days of bid opening**

C. INQUIRIES & QUESTIONS

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

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by **December 4, 2026**. All questions will be answered in writing by **December 18, 2026,** and posted on https://bids.delaware.gov/ website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

D. RFP DESIGNATED CONTACT

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

State of Delaware
Department of Natural Resources and Environmental Control
Division of Parks and Recreation
89 Kings Highway
Dover, DE 19901
Attn: Kristie Wyatt and Rebecca Lovin

or

kristie.wyatt@delaware.gov and rebecca.lovin@delaware.gov

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

E. CONTACT WITH STATE EMPLOYEE

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

II. SCOPE OF WORK

A. OVERVIEW

The Vendor shall provide all equipment, materials and labor to supplement the State of Delaware's need for Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing as described herein. The contract will require the Vendor to cooperate with the ordering agency to ensure the State receives the most current state-of-the-art material and/or services.

B. BACKGROUND

The Division is seeking to bid out Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing and in doing so will select the most qualified and competent vendor to manage and operate the services stated herein.

C. STATEMENT OF NEEDS

Vendor shall furnish all labor, personnel, equipment and supplies necessary to operate Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing Services per the terms and conditions as

described herein. The Division of Parks and Recreation is interested in procuring services with an emphasis on excellent customer service, operations/management knowledge and capabilities in providing Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing in accordance with the specifications listed herein.

D. DETAILED REQUIREMENTS

The technical requirements of this RFP are stated in Appendix A. Vendors must provide pricing on the Pricing Form, Appendix B.

III. FORMAT FOR PROPOSAL

A. INTRODUCTION

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

B. PROPOSAL RESPONSE

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

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

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

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

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

C. NON-CONFORMING PROPOSALS

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

D. CONCISE PROPOSALS

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

E. COVER LETTER

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

F. TABLE OF CONTENTS

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

G. DESCRIPTION OF SERVICES AND QUALIFICATIONS

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

H. DISCOUNT

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

I. SAMPLES OR BROCHURES

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

J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

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

K. BID BOND REQUIREMENT

Each bidder shall furnish a Bid Bond to the State of Delaware for the benefit of the Division in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. If the enclosed standard State of Delaware bond form is not used, the substitute bond must reflect the minimum conditions specified in the standard form. A certified check made out to the Division in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond.

L. PERFORMANCE BOND REQUIREMENT

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of the Division with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted using Attachment 12 in the form of a good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

M. PROPOSAL SUBMISSION REQUIREMENTS & FORMAT

Proposals are to be submitted: Paper

Bidders shall submit their Proposal in the format specified above. Failure to submit a Proposal in the required format or through the required submission method may result in the Proposal being deemed non-responsive.

All Proposals are to be sent/submitted to the State of Delaware and received **no later than 1:00 PM (Local Time) on January 6, 2027**.

The proposing vendor bears the risk of delays in delivery, regardless of format requirement.

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

Proposal must be submitted with two (2) paper copies. One paper copy shall be marked "Master Copy" and shall contain original signatures in all locations requiring a vendor signature. Any additional paper copies do not require original signatures unless otherwise specified by the State. **An electronic copy, on USB, must be included with the paper submission.**

The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

State of Delaware
Department of Natural Resources and Environmental Control
Division of Parks and Recreation
Attn: OBS / NAT26004_Fishing
89 Kings Highway
Dover, DE 19901

Vendors are directed to clearly print "BID ENCLOSED" and "CONTRACT NO. NAT26004_Fishing" on the outside of the bid submission package.

N. PROPOSAL EXPIRATION DATE

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through March 31, 2030. Delaware reserves the right to ask for an extension of time if needed.

O. WITHDRAWAL OF PROPOSALS

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

P. PROPOSAL MODIFICATIONS

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

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

Q. LATE PROPOSALS

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

R. ADDENDA TO THE REQUEST FOR PROPOSAL (RFP)

If it becomes necessary to revise any part of this RFP, revisions will be posted at 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 Request for Proposal.

S. INCURRED EXPENSES

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

T. ECONOMY OF PREPARATION

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

U. DISCREPANCIES AND OMISSIONS

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

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

V. EXCEPTIONS

Bidders may elect to take **minor exception** to the terms and conditions of this RFP by completing Attachment 3. 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 3 to be considered. Exceptions listed elsewhere in the Vendor's proposal will not be considered. The Division maintains sole discretion to reject any vendor exceptions that are submitted.

W. BUSINESS REFERENCES

Provide three (3) business references consisting of current or previous customers of similar scope and value using Attachment 6. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

X. DOCUMENT(S) EXECUTION

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

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.

Y. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal using Attachment 7.

Z. CONFIDENTIALITY

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information 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 fully executed contracts are received, the contents of all vendor proposals are subject to FOIA's public disclosure obligations and exemptions.

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

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

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

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

AA. ATTACHMENTS

Attachment 1 – No Proposal Reply Form
Attachment 2 – Non-Collusion Statement
Attachment 3 – Exceptions
Attachment 4 – Company Profile and Capabilities
Attachment 5 – Confidentiality and Proprietary Information
Attachment 6 – Business References
Attachment 7 – Subcontractor Information Form
Attachment 8 – Monthly Usage Report
Attachment 9 – Subcontracting (2nd Tier Spend) Report
Attachment 10 – Office of Supplier Diversity Certification Application
Attachment 11 – Bid Bond Form
Attachment 12 – Performance Bond Form
Attachment 13 – Proposal Reply Requirements
Appendix A – Scope of Work details
Appendix B – Pricing Form

IV. PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. STATE'S RIGHT TO REJECT PROPOSALS

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

2. STATE'S RIGHT TO CANCEL SOLICITATION

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

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

3. FORMAL CONTRACT AND/OR PURCHASE ORDER

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

4. DELIVERY OF PROPOSALS

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

DNREC/Division of Parks and Recreation
OBS/ NAT26004_Fishing
89 Kings Highway
Dover, DE 19901
Attn: Kristie Wyatt and Rebecca Lovin

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

5. PUBLIC OPENING OF PROPOSALS

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

Only the vendor's name and address will be read aloud during the bid opening process.

6. DISQUALIFICATION OF VENDORS

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

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

b. Evidence of collusion among vendors.

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

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

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

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

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

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. OR EQUAL (PRODUCTS BY NAME)

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

B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR

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

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

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

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

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

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

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

C. PROPOSAL EVALUATION COMMITTEE

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

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* § 6926. Such selection will be based on the following criteria: Division service requirements are beyond what the awarded vendor may be able to provide.

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

D. REQUIREMENTS OF THE VENDOR

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

E. CRITERIA AND SCORING

	Evaluation Criteria	Points
1.	Background and experience (e.g. similar ventures) company history, qualifications and experience of the employees and the organization in managing and operating a Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing Services. Vendor's certifications in the services listed herein.	120
2.	Financial stability/resources, past performance and references.	60
3.	Vendor's action plan - techniques and/or business approach for providing Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing Services, including scheduling, customer service, marketing, and employee training.	100
4.	The value of Vendor's proposal to Delaware Parks (e.g. annual percent of gross receipts from the sale of products and services).	120
	Total Score	400

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

F. BEST AND FINAL OFFERS

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

G. REFERENCES

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

H. ORAL PRESENTATIONS

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

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

V. MANDATORY PREBID MEETING AND SITE VISITS

A mandatory pre-bid meeting has not been established for this Request for Proposal. **Site visits are available by appointment only upon request to the division. Site visits shall not conflict with current vendor operations and must be completed no later than December 4, 2026 (when written questions are due).**

VI. DEFINITIONS AND GENERAL PROVISIONS

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

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

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

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

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

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

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

Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing: Services which entail the cleaning of fish caught by patrons during a Head Boat fishing tour and by public fishing; the cooking of seafood such as shellfish; the sale of seafood as described in Appendix A of this RFP, the sale of live and frozen bait and fishing tackle to meet the needs of fishing on a head boat; and Head Boat Fishing and Ecological/Historical Tours.

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.

HEAD BOAT: In accordance with 7 Del. C. Ch. 9 § 906 Definitions, “Head boat” shall mean any vessel-for-hire engaged in recreational fishing that is hired on a per person basis.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

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

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

RFP: Request for Proposal.

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

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

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

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

B. GENERAL PROVISIONS

1. INTERPRETATION OF INFORMATION

a. Unless stated otherwise, the information given in the RFP is to be considered to be approximate only and is given as a basis for contract business data. Bidders shall recognize there are no guaranteed values or sales revenue associated with this solicitation.

b. An increase or decrease in sales revenue is not sufficient ground for an increase or decrease in the contract fees during the contract term.

2. SILENCE OF SPECIFICATIONS

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

3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

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

4. PRICES QUOTED

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

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

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

5. PUBLIC INSPECTION OF PROPOSALS

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

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

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

6. LAWS TO BE OBSERVED

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

7. APPLICABLE LAW AND JURISDICTION

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of

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

8. SEVERABILITY

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

9. PERMITS AND LICENSES

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

10. PATENTED DEVICES, MATERIAL AND PROCESSES

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

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

11. EMERGENCY TERMINATION OF CONTRACT

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

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

12. TAX EXEMPTION

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

13. INVOICING

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

14. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

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

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

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

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

15. PRICES

Prices and/or rates shall remain firm for the initial three (3) year term of the contract, unless further negotiations are deemed necessary by the State.

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

a. The structure must be clear, accountable and auditable.
b. It must cover the full spectrum of services required.
c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

16. COOPERATIVES

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

17. PRICE ADJUSTMENT

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or material 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 three (3) year period, the Division shall have the option of offering a determined price adjustment that 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 previously published twelve (12) month period at the time of renegotiation.

18. SHIPPING TERMS

FOB Destination, freight prepaid.

19. 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.

20. INDEPENDENT CONTRACTORS

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

21. 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 aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the 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.

22. 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.

23. ACA SAFE HARBOR

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

Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

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

24. FUNDING OUT or NON-APPROPRIATION

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

25. MANDATORY INSURANCE REQUIREMENTS

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

a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

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

c. 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.

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

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
Office of Business Services
Contract No: NAT26004_Fishing
89 Kings Highway
Dover, Delaware 19901

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.

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

26. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: 302-577-8778. http://revenue.delaware.gov/services/BusServices.shtml

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

27. INDEMNIFICATION

a. General Indemnification

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

arising out of the vendor's its agents and employees' performance work or services in connection with the contract.

b. Proprietary Rights Indemnification

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

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

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

28. NON-PERFORMANCE

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

29. FORCE MAJEURE

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

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.

30. VENDOR NON-ENTITLEMENT

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

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

31. OPPORTUNITY BUYS

The Director for the Division can waive use of a 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.

32. REQUIRED REPORTING

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

A complete and accurate Usage Report (Attachment 8) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to Parks_OBS@delaware.gov, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with "no spend". Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information

may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 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, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment 9.

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

33. ORDERING PROCEDURE

Successful vendors 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. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, email, fax or computer on-line systems.

34. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **NAT26004_Fishing** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

35. BILLING

If applicable, the Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

36. METHOD OF PAYMENT

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

37. PRODUCT SUBSTITUTION

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. 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 all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

38. SCHEDULE FOR PERFORMANCE OF WORK

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

39. VENDOR RESPONSIBILITY

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

40. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL

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

41. ENVIRONMENTAL PROCUREMENT REQUIREMENTS

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

Green Products – third party certification of green products accepted from the Division w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

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

42. PERSONNEL, EQUIPMENT AND SERVICES

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

b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

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

43. 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.

44. 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.

45. PREVAILING WAGE

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

46. 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.

47. REMEDIES

Except as otherwise provided in this solicitation, including but not limited to Section 46 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.

48. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders may be terminated as follows:

a. Termination for Cause: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or

stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

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

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

49. TERMINATION OF CONTRACT

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

b. Termination for Convenience: The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the

option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

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

50. 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.

51. INTEREST OF VENDOR

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

52. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

53. RIGHTS AND OBLIGATIONS

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

54. 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.

55. TESTING AND INSPECTION

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

56. COVENANT AGAINST CONTINGENT FEES

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

57. GRATUITIES

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

b. In the event this contract is terminated pursuant to subparagraph “a”, the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

58. 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.

59. 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.

61. 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.

(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 202 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 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.

62. REMEDIES

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

63. SUBCONTRACTS

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

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

64. 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 the ordering agency cannot resolve with the Contractor in a reasonable amount of time, the matter should be escalated to the state representative managing the contract.

65. CONTRACT DOCUMENTS

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

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

66. ASSIGNMENT

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

67. NOTICE

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

State of Delaware
Department of Natural Resources and Environmental Control
Division of Parks and Recreation
Attn: OBS / NAT26004_Fishing
89 Kings Highway
Dover, DE 19901

68. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

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

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

69. NO PRESS RELEASES OR PUBLIC DISCLOSURE

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

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

C. AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF PROPOSALS

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

2. MATERIAL GUARANTY

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

3. AWARD OF CONTRACT

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

4. EXECUTION OF CONTRACT

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

5. WARRANTY

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

6. THE CONTRACT(S)

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

7. INFORMATION REQUIREMENT

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

VII. PROPOSAL REPLY SECTION

NAT26004_Fishing

Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing at the Indian River Marina

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, Department of Natural Resources and Environmental Control, Division of Parks and Recreation by **January 6, 2027, 1:00 p.m.** (Local Time) at which time bids will be opened.

NO MANDATORY PRE-BID MEETING

Proposals must be mailed to:

State of Delaware
Department of Natural Resources and Environmental Control
Division of Parks and Recreation
Attn: OBS / NAT26004_Fishing
89 Kings Highway
Dover, DE 19901

PUBLIC PROPOSAL OPENINGS

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

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

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

ATTACHMENTS

The following attachments are required to be included in the final submission package.

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

Attachment 1

NO PROPOSAL REPLY FORM

Contract No.: **NAT26004_Fishing**
Contract Title: **Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing at the Indian River Marina**

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

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

_____ 1. We do not wish to participate in the bid process.

_____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are: _____

_____

_____ 3. We do not feel we can be competitive.

_____ 4. We cannot submit a proposal because of the marketing or franchising policies of the manufacturing company.

_____ 5. We do not wish to sell to the State. Our objections are: _____

_____

_____ 6. We do not sell the items/services on which proposals are requested.

_____ 7. Other:_____

_____ _____
FIRM NAME SIGNATURE

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

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

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

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

Attachment 2

CONTRACT Number: NAT26004_Fishing
TITLE: Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing at the Indian River Marina

DEADLINE TO RESPOND: January 6, 2027, 1:00 p.m. (Local)

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 _____

COMPANY TYPE: Corporation Partnership Individual Other: _____

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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

The above table is for informational and statistical use only.

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five (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 _____

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

Attachment 3

Contract No.: **NAT26004_Fishing**
Contract Title: **Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing at the Indian River Marina**

EXCEPTIONS FORM

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

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

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

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

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

Contract No.: **NAT26004_Fishing**
Contract Title: **Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing at the Indian River Marina**

COMPANY PROFILE & CAPABILITIES FORM

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

1.	Provide company profiles and a brief history of your organization in a manner that will support your company's ability to successfully meet the requirements of this RFP (including): # of years in business, # of employees, type of business entity (LLC, Sole Proprietor, etc.), list parent company if applicable, and list current certifications (e.g. U.S Merchant Mariner Credential (MMC), Medical Certification issued by the U.S. Coast Guard, CPR, First Aid, etc.).
2.	Provide Company Emergency Point(s) of Contact, include: Phone#; Cell # and/or Emergency Contact #.
3.	Describe any awards, recognition in last three years.
4.	Describe your business management process and team structure.
5.	Please list all of your team personnel, their position and a brief description of duties. If using subcontractors under this contract, please include their information as well. Provide certificate copies for any positions that require certifications/licenses or State or Federal accreditation/endorsement.
6.	Describe the skills, knowledge, instructional approach and techniques used for operating and managing a Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing Service operation, including work plan, timeline, well defined ACTION PLAN describing vendor's organization and method for providing the Services as specified herein (include customer billing, payment processes/options, customer service, safety procedures and any other relevant sales processes to be provided).
7.	Has vendor ever filed bankruptcy? If so, provide details.
8.	Describe any change in ownership or any planned changes in ownership in the next (3) years.
9.	List any past and/or pending litigation or disputes relating to the services described herein with which your company has been involved within the past ten (10) years and identify any awarded contracts or sales agreements your company has terminated as a result of litigation or dispute. For any applicable occurrence list the company's name and the term of the Contract. For occurrences resulting in Contract termination, provide an explanation as to why the Contract was terminated.
10.	Describe any violations by any public health or other regulatory agencies.
11.	Provide copy of your marketing / advertising plan for the term of the Contract.
12.	What strategies will be used to promote and increase business and managing the operation services? Please include a list of any clubs, associations, memberships, partnerships or affiliations related to the services included in this Request for Proposal that your company is involved with or a member of.
13.	Describe the product research, social media or other strategies used to determine types of Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing you will provide within the geographical areas selected for this proposal. Please describe any daily / weekly specials or promotions to be advertised to the public for your

	products or services? How will these promotions be offered (signage, social media, customer emails, newspaper, radio, and/or sign postings).
14.	Provide a list of any retail amenities or food items to be rented or sold within the park location.
15.	Outline a detailed customer service plan, from the point of sales inquiry from a customer to the point of delivery of the product or services. Include any credit card requirements, billing structure and actions to complete the sale to the customer. Please describe your tour guide and instructional plans.
16.	Outline a problem/conflict resolution plan to resolve any customer complaints, including the timeline from initial report of issue to resolution.
17.	Describe any reliance on 3rd party distributors to deliver products and services.
18.	Describe vender's employee training and certification, including experience, safety instructions and/or quality assurance processes. Provide a copy of vendor's instructional manual.
19.	There may be minimal storage facilities currently available. Detail your plans for storage of equipment and operation.
20.	Describe Vendor's employee training in food safety and Quality Control (QA) processes. Provide a copy of Vendor's training manual.

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

Attachment 5

Contract No.: **NAT26004_Fishing**
Contract Title: **Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing at the Indian River Marina**

CONFIDENTIALITY FORM

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

Confidentiality and Proprietary Information

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

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

Attachment 6

BUSINESS REFERENCES

Contract Number: **NAT26004_Fishing**
Contract Title: **Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing at the Indian River Marina**

List 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). DO NOT CHANGE FORMAT.

Reference One

Contact Name	
Contact Title	
Business Name	
Address	
Email	
Phone	
Current Vendor?	
Work Performed	

Reference Two

Contact Name	
Contact Title	
Business Name	
Address	
Email	
Phone	
Current Vendor?	
Work Performed	

Reference Three

Contact Name	
Contact Title	
Business Name	
Address	
Email	
Phone	
Current Vendor?	
Work Performed	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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

Attachment 7

SUBCONTRACTOR INFORMATION FORM

Contract Number: **NAT26004_Fishing**
Contract Title: **Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing at the Indian River Marina**

Are you proposing the use of any subcontractors in the fulfillment of the requirements as outlined in the solicitation?
If yes, complete this form.

Responding Vendor Information

Company Name	
DBA (if applicable)	
Company Address	

Subcontractor Information

Company Name	
DBA (if applicable)	
Company Address	

Diverse Vendor Self-Identification			
State Certified		If yes, which State(s):	
Federal Certified			

Description of Work by Subcontractor

Once completed, this form must be signed by both vendors.

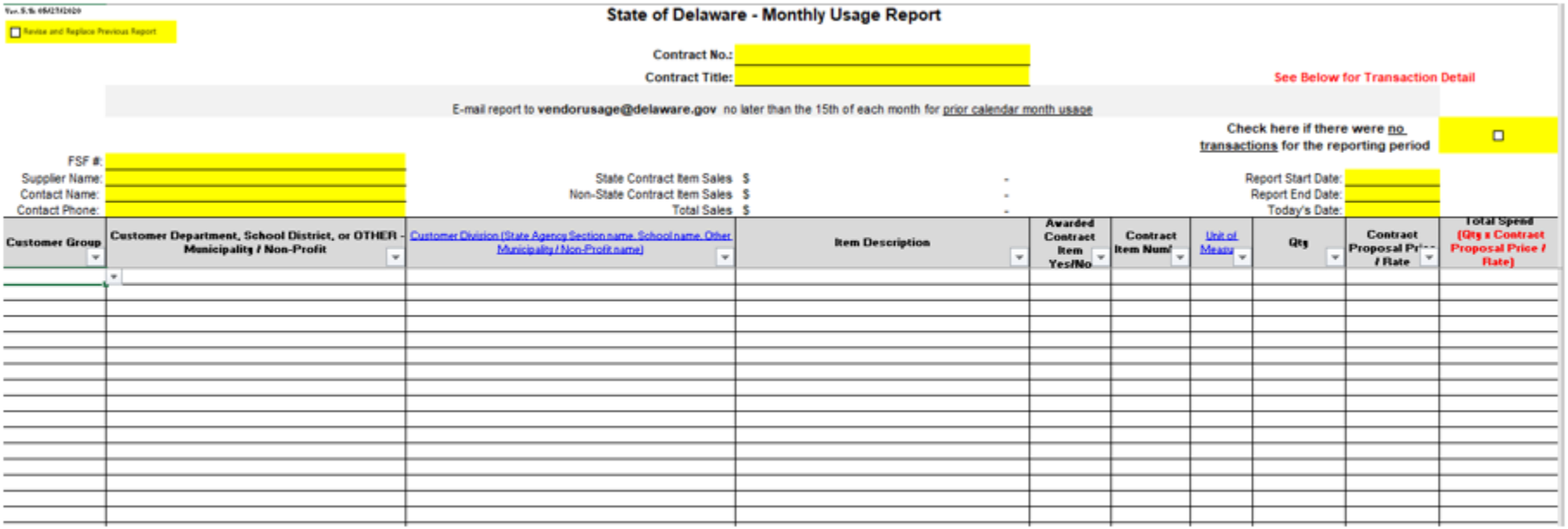
Proposing Vendor		Subcontractor	
Authorized Signature:		Authorized Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Use a separate form for each subcontractor

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

Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY



State of Delaware - Monthly Usage Report

Revise and Replace Previous Report

Contract No.:
Contract Title:

See Below for Transaction Detail

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

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

FSF #:
Supplier Name:
Contact Name:
Contact Phone:

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

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

Customer Group	Customer Department, School District, or OTHER - Municipality / Non-Profit	Customer Division (State Agency Section name, School name, Other Municipality / Non-Profit name)	Item Description	Awarded Contract Item Yes/No	Contract Item Num	Unit of Measu	Qty	Contract Proposal Pr... / Rate	Total Spend (Qty x Contract Proposal Price / Rate)

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

Completed reports shall be saved in an Excel format, and submitted to the following email address: Parks_OBS@delaware.gov

Attachment 9

SAMPLE REPORT – FOR ILLUSTRATION PURPOSES ONLY

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

Note: 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'.

Attachment 10

The Office of Supplier Diversity (OSD)

Supplier Diversity Certification Application Portal can be found here:
Office of Suppler Diversity Certification Application Portal

For more information, please send an email to OSD:
osd@delaware.gov or call 302-577-8477

Subscribe to the OSD Mailing List

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/

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

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

Attachment 11

PERFORMANCE BOND

Bond Number: _____

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

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

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

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

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

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

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

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

PRINCIPAL

_____

_____ _____
Witness Name

_____
Title

_____
Date

_____
Company Name

_____
Company Address

SURETY

_____

_____ _____
Witness Name

_____
Title

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

Attachment 12

Bid Bond

10% BOND TO ACCOMPANY PROPOSAL
(NOT NECESSARY IF CERTIFIED CHECK IS USED)

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

(hereinafter referred to as Agency)

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

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

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

SEALED AND DELIVERED IN THE
Presence Of _____ _____ (Seal)
Name of Bidder (Principal)

Witness

_____ BY _____ (Seal)

Corporate
Seal

_____
Title

_____ BY _____ (Seal)
Name of Surety

_____ (Seal)

_____
Title

Attachment 13

PROPOSAL REPLY REQUIREMENTS

The response should contain the following minimum information:

1. A brief Cover Letter including an Applicant's experience, if any, providing similar services.

2. Vendor shall provide a detailed description of services to be provided and shall respond to the Scope of Work identified. Failure to adequately describe the extent of their abilities may affect how the state evaluates and scores the vendor proposal.

   Include catalogs or links, if that is what is asked for.

Vendors are encouraged to review the Evaluation criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each scoring criteria identified.

3. One (1) complete, signed and notarized copy of the Non-Collusion Agreement (Attachment 2). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK** – Form must be included.

4. One (1) completed RFP Exception Form (Attachment 3) – please check box if no information – Form must be included.

5. One (1) completed Profile and Capabilities Form (Attachment 4)

6. One (1) completed Confidentiality Form (Attachment 5) – please check if no information is deemed confidential – Form must be included.

7. One (1) completed Business Reference Form (Attachment 6) – please provide references other than State of Delaware contacts – Form must be included.

8. One (1) complete and signed copy of the Subcontractor Information Form (Attachment 7) for each subcontractor – only provide if applicable.

9. One (1) complete OSD Application (see link on Attachment 10) – optional, only provide if applicable

10. One (1) complete Bid Bond Form (or certified check as applicable).

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

PROPOSAL REPLY REQUIREMENTS (CONT'D)

Vendors shall compile all documentation noted above, and all other documents as required in the Scope of Work, Appendix A, and shall provide in the following format(s):

1. **Two (2)** paper copies of the vendor proposal paperwork. Appendix B shall be included.

2. **Two (2)** electronic copy of the vendor proposal saved to USB memory stick. Any copies of electronic price files shall be included on the same electronic media, but shall be saved separately from. Appendix B shall be included.

Appendix A – STATEMENT OF WORK AND TECHNICAL SPECIFICATIONS

A. MINIMUM REQUIREMENTS

1. Introduction:

Delaware Seashore State Park is Delaware's third largest state park containing 2,835 acres located immediately south of Dewey Beach, bounded on the east by the Atlantic Ocean for easy beach access and on the west by Rehoboth Bay and the Indian River Bay. The South and North Inlet Campgrounds at Delaware Seashore State Park (DSSP) are a vacation destination for thousands of visitors each year.

The Indian River marina at Delaware Seashore State Park provides quick access to the Atlantic Ocean through the Indian River Inlet for sport fishing and cruising. Located on the north side of the Inlet, just five miles south of Rehoboth Beach, the marina also has easy access to the Indian River and Rehoboth Bay for fishing, crabbing, clamming, water skiing and other recreational pursuits.

The Division of Parks and Recreation, is seeking a certified and competent Vendor to provide Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing for the general public's enjoyment at the Indian River Marina located at Delaware Seashore State Park. The awarded Vendor will be granted a contract herein for the provision to operate Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing included in this RFP.

It is important that the Vendor understands the Division's role in assessing natural resources likely to be impacted by the operation, therefore, in order to protect wildlife, as well as provide the best possible recreation services to the public, the Indian River Marina located at Delaware Seashore State Park is the only the designated location that shall be included in Vendor response to this RFP.

2. **Historical Sales Revenue** (for bidder consideration, but are not a promise of future revenue or business activity):

a.	2025	$ 1,319,219.57
b.	2024	$ 1,293,987.32
c.	2023	$ 1,387,384.71
d.	2022	$ 1,340,075.80

B. PRODUCTS AND SERVICES:

1. Vendor shall offer for rent or sale Fish Cleaning, Seafood Market, Bait and Tackle, and Head Boat equipment which may include, but is not limited to, fish cleaning, the retail sale of ice (block or flaked), fresh/raw fin fish and shellfish (e.g. crabs and lobsters), cooked/steamed/baked seafood items prepared as deli sandwiches and meals. No deli sandwiches, meals or breakfast sandwiches are permitted unless listed herein or with written approval from the Division, shrimp/tuna salad pre-packaged in containers (not to be prepared as deli sandwiches), crab cake sandwiches (upon providing verification to the Division of a current State of Delaware Public Health License), fish bait (live and frozen), fishing tackle, accessories and supplies, fish storage containers, shell fish and fin fish equipment, limited outdoor recreational clothing. Rentals of surf rods, ocean fishing tackle, and shellfish fishing equipment (e.g. clam rakes, crab traps) are also inclusive. For Head Boat Services,

there must be rod and reel rentals provided, and prepackaged convenience foods. Food products must be served in recyclable containers. Vendor shall include, as part of their services, a variety of Head Boat Fishing tours. Vendor may also provide ecological tours (e.g. scenic evening cruises, and whale/dolphin watch cruises). **The Division reserves the right to contract with alternative vendors for services, a variety of Head Boat Fishing tours, along with ecological tours (e.g. scenic evening cruises, and whale/dolphin watch cruises), if the awarded vendor is unable or unwilling to provide those services. The Division shall give the awarded Vendor first right of refusal to provide these services prior to engaging alternative vendors.**

2. Additional items may be offered for rent or sale, (e.g. sun visors, hats, water shoes / sandals, sun products, etc.), water, sodas, non-alcoholic beverages and packaged snacks, **upon advanced written approval by the Division**.

3. Vendor bids should recognize: (i) the importance of a sound business model that will promote a safe, operable, sanitary, and inviting atmosphere at all times; (ii) will reflect regional cultural traditions; (iii) will support the local community by enhancing the Division's outdoor operations and help grow Fish Cleaning, Seafood, Bait and Tackle Sales and Head Boat Fishing programs; (iv) promote safety in all activities; and (v) help protect the environment.

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

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

C. CONTRACT FEE:

1. The Vendor, as a fee for the Contract and operation rights herein granted, agrees to pay to the Division of Parks and Recreation **an annual contract flat fee of $60,000.00 and a negotiated percentage of gross receipts.**

   a. **The annual Contract flat fee of $60,000.00 is listed in the Scope of Work, Appendix A herein, as well as on the Appendix B Pricing Form.**

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

   c. The Vendor agrees to submit to: Parks_OBS@delaware.gov, a mandatory usage report once a plus, a tabulated annual gross receipts report and annual financial statement report for the period of operation on or before December 31st of each year. **All annual financial statement reports must be "reviewed" by a certified public accountant prior to submission and proof of the "review" must be included in the Vendor submission**.

2. Vendor will not pay the daily Park entrance fees for participation in Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing Services, however, **it is the expectation of the Division that all visitors to Delaware State Parks pay daily entrance fees where applicable or procure an annual park pass**.

The Division reserves the right to add a fee booth, automatic fee collection system, online payment methods, or vehicle self-registration pay at this site. The Division will meet with the Awarded Vendor prior to any change in fee collection at the Indian River Marina to discuss impacts and strategic planning in an effort to efficiently manage resulting changes at the site.

D. INTEREST PAYMENTS:

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

E. UTILITIES AND FUEL:

Electricity, water, telephone and/or other utilities used in the operations will be at the Vendor's expense. The Vendor will be required to make independent arrangements for service not provided by the Division. The Division will invoice the vendor for electricity, trash, and recycling usage. The Division shall bill trash/recycling as follows:

1. Trash and recycling shall be at 1/3 of the State of Delaware contract rate for this location.

2. The Vendor agrees to purchase fuel for the boats used to provide the services described hereunder from the Division's fuel station located at the marina while boat is moored at Indian River Marina.

F. TAXES AND PERMITS:

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

G. SECURITY:

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

H. INSPECTION:

Vendor will allow free access to its designated operation space while on Park premises, as needed, to authorized representatives of the Division or any other county, state or federal officials having jurisdiction for inspection purposes. The Vendor shall further agree that if notified in writing by the Division or its authorized representatives that any part of the contracted premises or the facilities thereof for which Vendor are responsible for services rendered are not in conformance with the Contract granted, then Vendor shall remedy the same within five (5) working days, or a reasonable time period agreed upon between the Division and the Vendor.

I. ACCOUNTING AND REPORTING:

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

J. OPERATING SCHEDULE:

1. Vendor agrees to operate the Fish Cleaning, Seafood Market, Bait and Tackle Service in accordance with the following minimum schedule (Vendor must provide proposed schedule with their submitted bid proposal to this RFP):

- Open with minimal services on weekends and when conditions warrant beginning April 15th to May 15th.
- Open on a daily basis, seven days a week including holidays, from May 16th through October 31st of each year during the following minimum schedule of hours: 10:00 a.m. to 6:00 p.m.
- During Seasonal peak fishing periods, such as mackerel in April and trout and bluefish from June through August, and scheduled fishing tournaments, the Vendor shall extend the hours of operation for fish cleaning to 8:00 p.m. or any reasonable time to accommodate the public demand for these services.

2. Vendor agrees to operate the Head Boat Services in accordance with the following minimum schedule:

- Fishing trips provided weekly, including holidays, weather permitting, between May 15th to June 15th and September 15th to September 30th
  - ½ day fishing and manning the information/ticket office on weekends.
- Fishing trips provided daily, including holidays, and weather permitting, between June 15th to September 15th
  - ½ day fishing and the office seven (7) days a week.
- Scenic and whale/dolphin watch cruises may be established by the Vendor based on public interest and demand.
- Departure from the marina for all fishing trips and cruises will be at times agreed upon by the Department and the Vendor.

3. **Vendor is required to promptly contact the Park Management and receive approval prior to canceling service for the day.** The Division may, in its sole discretion, close or limit the operation or

parking availability temporarily for repairs or special events as needed, or permanently with prior notice to the Vendor.

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

K. Trash Removal and Use of Recyclable Products:

1. Vendor shall ensure that the premises occupied during this Contract, including immediate area around the concession (concrete decks, etc.) are kept clean and sanitary at all times in conformity with rules and regulations pertaining to sanitation and public health. All rubbish, refuse garbage and debris collected by the Vendor shall be deposited in containers.
2. Vendor refuse shall be put into designated Park dumpster daily by Vendor. If the Division determines that the concession area becomes unsanitary and emits foul odors to the general public, that issue will be handled as a performance deficiency under the terms of the Contract.

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

4. Vendor shall be invoiced by the Division for trash and recycling services.

L. Emergencies:

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

M. Parking:

Parking spaces for the Vendor and their employees will be assigned by the Park Superintendent.

N. Franchise Limitations:

1. Vendor shall faithfully conform to all the provisions of this RFP and any contract signed between the Division and Vendor, and for as long as any Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing are provided as heretofore described at the Indian River Marina. Awarded Vendor shall have exclusivity for commercial Fish Cleaning, Seafood Market, Bait and Tackle Sales. Head Boat Fishing shall also be provided, in accordance with the current Marina Charter Policy at the Indian River Marina located at Delaware Seashore State Park with public's use.

2. No Vendor or other commercial business shall operate in these areas other than the Vendor for normal daily operations without express permission by the Division. The Division also reserves the right to schedule events that may include Fish Cleaning, Seafood, Bait and Tackle Sales and Head Boat Fishing. For all instances, the Vendor shall be notified by the Division of all activities.

O. Marketing and Promotion Plans; Signs and Advertising:

1. Vendor is encouraged to work with the Division of Parks and Recreation on a marketing and promotion plan for each calendar year, beginning summer season of 2027. The agreed upon marketing plan may contain promotional activities at or in connection with Delaware State Parks annual promotional activities or with Delaware Seashore State Park individually. Copies of the publications promoting Fish Cleaning, Seafood, Bait and Tackle Sales and Head Boat Fishing Services at the Indian River Marina shall be made available to the Park Management for distribution.

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

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.

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

5. It is mutually agreed by the Vendor and the Division that no permanent or temporary advertising, signage, or trademark visibility for Vendor's Fish Cleaning, Seafood Market, Bait and Tackle and Head Boat Fishing Services and any tour or instructional information, equipment rental or for sale products will be displayed or permitted anywhere in the designated Park locations without prior written approval from the Division, except that it is agreed that the Vendor shall be permitted to include its trademark and brand names on its equipment (e.g. fishing rods and reels, ocean tackle, shell fishing equipment, fish cleaning station, clothing or other Vendor owned products, etc.).

6. Vendor may offer educational programs or activities without charge to state park visitors for promotional purposes, with the Division's prior approval. **The cost of these free services to park visitors shall be included in Vendor's annual financial statement as non-revenue generating services.**

P. Payment Credit Card Industry (PCI) Requirements:

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

Q. Quality and Pricing:

1. Vendor warrants that the Fish Cleaning, Seafood, Bait and Tackle Sales and Head Boat Fishing Services, including any instructional, certified or educational programs offered by it to the public, shall be of the highest quality and consistent with quality specifications as provided by the Vendor pursuant to this section.

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

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

If, in the sole opinion of the Division, any products or services offered by the Vendor are inconsistent with the image or reputation of the Division or the State of Delaware or are otherwise deemed unsuitable for sale on the contracted premises, the Division shall request the Vendor cease selling such products or services and the Vendor shall cease doing so immediately upon receipt of such written request from the Division.

R. Vendor Responsibilities:

A Vendor will be granted the right to provide Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing Indian River Marina located at Delaware Seashore State Park. Vendor's responsibilities and services under a contract with the Division shall include the following:

1. Vendor shall provide Head Boat Fishing Tours utilizing a Head Boat of at minimum sixty-five feet (65 ft.) and a second Head Boat of at a minimum fifty-five feet (55 ft.). Ecological tours (e.g. scenic cruises, whale/dolphin watches, etc.), private rental tours for special events, programs, and tours may also be conducted. The successful applicant shall also submit proof of ownership and/or an executed lease agreement for all watercraft utilized for the Head Boat Services during the period of the contract. The boats used to provide the services described herein shall be subject to approval by the Division. The successful applicant will be permitted to keep any boats used for this concession at their assigned dockage during the life of the contract. Vendor may be required to move the vessel from the bulkhead or the marina completely for weather related emergencies, when repairs to the bulkhead require removal or any event that the Marina Manager deems it necessary.

a. Scenic cruises/evening cruises as well as whale and dolphin watch cruises may be offered by the Vendor during the summer season based upon public interest and feasibility/profitability. The smaller of the two boats shall be made available at least one (1) day a week in June and two (2) days a week in July and August to the Division for the provision of Division sponsored ecological tours taken in the Indian River. A flat per-tour rate shall be proposed by the Vendor as part of the offer. The Division reserves the right to secure the provision of other or additional ecological/historic, scenic/evening tour services as and if deemed necessary or appropriate, The Division also reserves the right to add additional daily ecological/historic tours based on demand and schedule the vessel for special events with adequate notice.

b. The Division shall issue and collect revenue for all Division programs including ecological/historic programs and special events tickets sold.

c. Departure from the Marina for all fishing trips, cruises and ecological/historic tours will be at times agreed upon by the Division and the awarded Vendor.

d. The Vendor shall make every effort to accommodate disabled persons who wish to participate in Head Boat Fishing and ecological/historic tours.

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

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

4. Each vessel used by Vendor in connection with this Contract shall be approved by the United States Coast Guard and manned and operated in accordance with a United States Coast Guard certificate of inspection. All vessels used in connection with this Contract shall be kept neat and clean and in good order. Safety shall be adhered to at all times.

5. In the event there is an oil spill from one of Vendor's vessels used in connection with this Contract, Vendor shall comply with all applicable State and Federal environmental laws in handling such spill. Vendor shall be aware of any hazardous substances or environmental laws that may impact this Contract. Vendor shall immediately notify the Division of any such instances of oil spill, hazardous substance spill or leakage or environmental law issues.

a. "Hazardous Substances" means (1) hazardous materials, hazardous substances, hazardous wastes, low-level radioactive waste, toxic substances, asbestos and other substances as defined in or regulated under the following federal statutes and their state counterparts, as well as the regulations implementing such statutes: the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., the Atomic Energy Act, 42 U.S.C. § 2011 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.,; (2) petroleum and petroleum products, including crude oil and any fractions thereof; (3) natural gas, synthetic gas, and any mixtures thereof; (4) radon; (5) any other hazardous, radioactive, toxic or noxious substance, material, pollutant, or solid, liquid or gaseous waste; and (6) any substance with respect to which a federal, state or local agency requires environmental investigation, monitoring, reporting or remediation.

b. "Environmental Laws" means any federal, state or local statute, code, ordinance, rule, regulation, permit, consent, approval, license, judgment, order, writ, judicial decision, common law rule, decree, injunction or other authorization or requirement including the requirement to register underground storage tanks, relating to: (1) emissions, discharges, spills, releases or threatened releases of Hazardous Substances, materials containing Hazardous Substances, or other contaminants or pollutants into ambient air, surface water, groundwater, publicly or privately owned treatment works, sewer systems, wetlands or onto land; (2) the use, treatment, storage, disposal, handling, manufacturing, transportation, or shipment of Hazardous Substances, products or by-products containing Hazardous Substances, or of equipment or apparatus containing Hazardous Substances; or (3) otherwise relating to pollution or the protection of human health or the environment.

6. Vendor and its employees shall be knowledgeable in signaling devices, such as required by the Coast Guard including a whistle, flag, smoke, and/or daytime flares.

7. Vendor shall carry either a VHF marine radio or cell phone when providing Head Boat Fishing Services.

8. Vendor shall furnish the following items for Head Boat Fishing Services:

a. One (1) Head Boat that is at a minimum sixty-five feet (65 ft.) in length.

b. A second Head Boat that is at a minimum fifty-five feet (55 ft.) in length.

c. Both Head Boats shall be equipped with radar (minimum six (6) mile range), a fish finder and suitable protected areas for passengers during inclement weather.

d. Both Head Boats shall always have enough life vests for all passengers on board.

e. Bait shall be included in the fee for the head boat fishing trip. Rod and reel rentals shall be available to the passengers for an additional charge.

9. Vendor will be required to furnish all equipment necessary to operate Fish Cleaning, Seafood Market, Bait and Tackle Sales and Head Boat Services. These items include, but are not limited to:

a. Tank and pumps for live bait sales.

b. Display case for retail area.

c. Pricing display board. This should list all pricing neatly and clearly.

d. Appropriate equipment to prepare cooked seafood. All equipment must be kept operational, clean and sanitary to State of Delaware Public Health standards.

e. Cash register with cumulating total capable of producing a permanent record of sales. Record of all sales shall be required for mandatory monthly reporting as well as end of year annual financial statement reporting that is to be “reviewed” by a certified accountant.

10. Proof of ownership and/or an executed lease agreement for watercraft utilized for the head boat fishing services must be submitted.

11. All of the Vendor-owned equipment shall be serviceable and in compliance with Federal, State, and Municipal Codes and Regulations.

12. Vendor shall ensure that all vessels shall be under the charge of a licensed operator. A copy of each operator’s license and necessary operator and vessel certification must be submitted with the applicant’s offer form.

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

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

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

i. Will only be permitted on approved roads within each of the Park location(s) or areas specifically designated by the Division for such purpose.

ii. Are not allowed on paved pedestrian trails/paths or paved walkways.

iii. Are not permitted to cut across lawns or gardens.

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

16. Vendor, their employees and volunteers shall wear staff clothing that identifies them as the Fish Cleaning Seafood Market Bait Tackle Head Boat Fishing crew, employee, guide or instructor.

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

18. Fish cleaning and Seafood Market services are to be located on the southern portion of the marina complex. The retail sale of marine hardware, parts and supplies offered at other marina concession operations may not be dispensed from this location.

19. Vendor shall repair and maintain all equipment and watercraft owned by Vendor. Equipment shall be clean, painted or polished, safe for use by Vendor customers and in maintained in proper serviceable condition at all times.

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

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

22. Vendor must publicly display in a conspicuous place the Indian River Marina a neat and legible sign listing all Fish Cleaning, Seafood, Tackle and Bait Sales, and Head Boat Services hours of operation, rates, prices and charges for all products for rent or sale and services.

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

24. Vendor shall be responsible for interior and minor exterior building fixtures, utilities (such as locks, lightbulbs, faucets, storm doors, etc.), power washing, interior painting, flooring repairs/replacement, the fence located next to the fish cleaning station, and annual grease trap cleaning.

25. Vendor shall be responsible for annual HVAC, refrigeration, freezer maintenance. Proof of annual inspection shall be provided to the marina manager.

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

27. Upon expiration of the Contract period, Vendor shall remove all equipment and inventory furnished by Vendor, provided all fees have been paid. Any equipment, inventory and/or personal property left on the premises beyond sixty (60) days from the expiration of the Contract shall become the property of the Division. Any additions or improvements will remain as the property of the Division.

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

29. Modifications to Park Facilities:

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

30. Damage to Park Facilities:

In the event State property or facilities are damaged in any way whatsoever by reason of any act or omission of Vendor or its employee(s), Vendor shall repair at its own cost and expense the facility or property so damaged. Upon the failure of Vendor to make such repairs within five (5) working days or a reasonable time period agreed upon by the Division and Vendor, the Division

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

31. Waiver of Damages:

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

S. Division Responsibilities:

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

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

3. The Division reserves the right to limit or temporarily cease Heat Boat operations for Marina dredging activities. The Division shall notify the Vendor of scheduled dredging. Dredging is part of maintenance of waterways and the Marina. The Vendor shall not be entitled to discounts or refunds on fees from the Division for dredging activities.

4. The Division reserves the right to add the Marina's divisionally operated "Ship Store" into the service offerings of this contract at a later date, through mutual written agreement, with the awarded Vendor.

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

6. The resources to be included by the Division include the following:

a. Fish cleaning – Thirteen foot by twenty-two-foot (13 ft. x 22 ft.) area with two (2) nine-foot (9 ft.) roll-up doors, a triple stainless-steel sink with double drain boards, and 2 ventilation fans, stainless steel table, one door to Market.

b. Fish Sales – Comprised of two sections separated by stairs, sixteen feet by twenty-three-foot (16 ft. x 23 ft.) section and twenty-three foot by twenty-four-foot (23 ft. x 24 ft.) section, rough-in plumbing at 3 locations for sinks.

c. Washroom – six-foot by seven-foot (6 ft. x 7 ft.) room contains a lavatory only.

d. Attic – twelve-foot by sixty-foot (12 ft. x 60 ft.) with seven and a half foot (7.5 ft) headroom.

Finished storage area with permanent interior stairs.

e. Eight-foot by twenty-four-foot (8 ft. x 24 ft.) walk-in cooler for fish storage located outside of the building.

f. Eight-foot by twenty-four-foot (8 ft. x 24 ft.) walk-in cooler for ice storage located outside of the building.

g. Eight-foot by eighty-foot (8 ft. x 80 ft.) covered porch.

h. Utilities – fifty (50) gallon water heater, two (2) thru-wall heat pumps for heating and cooling, lighting and electrical outlets throughout.

i. Two-hundred-feet (200 ft.) of bulkhead to service customer fishing vessels.

j. Stainless steel table and cutting boards.

7. The resources to be included by the Division for Head Boat Services include the following:

a. Permanent mooring facilities for at least two (2) boats on the bulkhead with passenger loading ramps will be granted to the Vendor during the period of this agreement providing the Vendor shall make no alteration, deletions, or renovations to the docks without written permission from the Division and/or signing a waiver for release of the Division's liability.

b. A seven-foot by eleven-foot (7 ft. x 11ft.) office area and a nine-foot by eleven-foot (9 ft. x 11 ft.) ticket and storage area with an eight-foot (8 ft.) roll-up door and public waiting area will be provided adjacent to the mooring location which is situated in the northern portion of the concession building.

8. The Division shall provide the following services:

a. Weed control, trimming of bushes and leaf removal around all buildings except fenced area located next to the fish cleaning station, which is to be kept neat and orderly by the vendor .

b. The Division shall be responsible for maintenance of the parking lot(s).

c. The Division shall be responsible for security and patrolling of the Park area during normal Park hours.

d. The Division shall be responsible for grass mowing and maintaining landscape of the Park area.

e. The Division shall be responsible for major utility and structural repairs and exterior maintenance to Division-owned buildings and facilities, including capital improvements, extensive renovations and exterior painting.

Appendix B – PRICING FORM

Failure to fully provide the information requested may have a negative impact on the contract award decision.

Please start by filling in your Vendor Name, Address and other information below:

Vendor Name: _____

Vendor Address: _____

Contact Name: _____

Contact #: _____

Contact E-mail: _____

ANNUAL CONTRACT FLAT FEE is $60,000.00.

VENDOR'S SUBMITTED PROPOSED ANNUAL PERCENTAGE OF GROSS RECEIPTS (*input bid % below*):

_____

Reminder: Vendors pay an annual fee based on a percentage of gross receipts. For example, at a **5% rate**, a vendor with **$1,000,000** in gross receipts would owe **$50,000** to the Division.