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

**CONTRACT NO.: NAT-12-011-BEACH ACCESSORY**

**REQUEST FOR PROPOSALS TO PROVIDE A MOBILE BEACH  
ACCESSORY RENTAL AND SNACK FOOD SERVICE AT GORDONS POND  
IN CAPE HENLOPEN STATE PARK**

**Proposals Due: March 28, 2012 by 3:00 p.m.**

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## SECTION I – GENERAL OVERVIEW AND KEY DATES

The State of Delaware’s Division of Parks and Recreation seeks a vendor to provide management and operational service of a mobile beach accessory rental and snack food service located at Gordon’s Pond, Cape Henlopen State Park. This request for proposal (“RFP”) is issued pursuant to 29 Del. C. § 6981 and 6982 and 7 Del.C. §4701.

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

Public Notice	Date: February 22, 2012
Mandatory Pre-Bid Meeting	Date: February 29, 2012 @ 10:00 a.m.
Questions Due	Date: March 7, 2012
Responses to Questions:	Date: March 14, 2012
Deadline for Receipt of Proposals	Date: March 28, 2012 by 3:00 p.m.
Oral Presentations	Date: By Appointment
Anticipated Notification of Award	Date: April 4, 2012
Execution of Contract:	Date: April 11, 2012

**A pre-bid meeting will be held at 10:00 a.m. February 29, 2012 at Gordon’s Pond located in Cape Henlopen State Park. Attendance at this meeting is mandatory for all prospective vendors and will be a pre-requisite for submitting a bid.**

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing vendor’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the vendor may have taken in presenting the proposal. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal and any resultant contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

## **SECTION II – GENERAL INTRODUCTION**

The Department of Natural Resources and Environmental Control, Division of Parks and Recreation (Division) is seeking a qualified and competent concessionaire to operate a mobile beach accessory rental and snack food service to include only equipment normally associated with beach accessories such as beach chairs, surf mats/rafts and umbrellas and non-alcoholic beverages, coffee, sandwiches, hot dogs, ice cream, bakery goods, candy and peanuts for the general public at Gordon's Pond located in Cape Henlopen State Park with an anticipated commencement date of May 5, 2012 (hereinafter referred to as Concessionaire).

The Gordon's Pond portion of Cape Henlopen State Park, just north of Rehoboth Beach, Delaware has become a superb place to enjoy the beach, forests, wetlands and even some unique World War II history. It's easily accessible by bike from Rehoboth Beach. Gordon's Pond Trail, a secluded nature trail that spans 2.75 miles one way takes visitors past distinctive tidal flats and foliage to a lookout over serene, shallow and salty big pond near ocean, an excellent point of view for bird watchers. This lightly graveled, dirt based trail popular with cyclists, walkers and handicapped visitors will soon be connected with northern (and largest) section of Cape Henlopen State Park.

### SECTION III – RFP INSTRUCTIONS AND GENERAL INFORMATION

#### **A. Required Information:**

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

1. Delaware Business License:
  - a. Provide evidence of a Delaware Business License or evidence to obtain the business license. The process for which can be found at <http://revenue.delaware.gov/services/BusServices.shtml>
2. Proposed location and layout of operation.
3. Completed questionnaire of the forms attached to this RFP in such detail as to facilitate a comprehensive analysis.
4. Proposed operating hours.
5. Business and Marketing Plans.
6. Business and personal references.
7. Financials:
  - a. Statement of applicant's financial condition in the form of a balance sheet.
  - b. Evidence of applicant's financial ability to meet these requirements together with details as to any proposed financing arrangements. The successful vendor must be prepared to show written commitments to support each financial arrangement.
  - c. A complete personal financial statement.
  - d. If the vendor is a partnership or other business entity must provide sufficient financial information to enable the Division to make a reasonably informed judgment concerning the financial ability of the vendor to provide the appropriate services and its authority to do business in the State of Delaware.
  - e. If the vendor is, or is to be, a newly formed corporation within the last three (3) years, a financial statement relating thereto should accompany the offering showing the amount of capital pledged or paid in by the stockholders together with the personal financial statements and business and personal references of the individual stockholders.
8. Listing of all products and services offered.
9. Professional liability insurance in the amount of \$1,000,000.00.
10. Evidence of applicant's experience.
11. Before a contract is awarded, the Certificate of Insurance and/or copies of the insurance policies referencing the contract number stated herein shall be submitted to the Division at the following address:

**Delaware Division of Parks and Recreation  
Contract No. NAT-12-011-BEACH ACCESSORY  
89 Kings Highway  
Dover, Delaware 19901**
12. Fully completed credit check and background investigation forms.
13. Pre-selection interview may be required by the Division at the agency's sole discretion to gather additional information regarding the vendors' expertise and qualifications.
14. A Bid Guarantee of \$2,500.00.

**NOTE: The vendor should also include any additional data that might assist the Division in evaluating their expertise or plan of operation.**

**B. Bid Guarantee**

No offer will be considered unless the vendor(s) submits a certified check drawn from a reputable banking institution, payable to the Division of Parks and Recreation, in the sum of \$2,500.00. This certified check is required as a cash deposit to guarantee the vendor's performance of the terms of said contract and is to be submitted along with the offer and application forms. The Division reserves the right to retain all or a portion of the deposit if the vendor fails to execute the awarded contract. Upon award of the contract, the \$2,500.00 deposit of the successful vendor will be retained by the Division of Parks and Recreation and may at the option of the Division if all of the obligations have been met, be credited towards the annual contract fee payment for the first year of operation. The deposits of all other vendors not selected will be returned immediately after the contract has been awarded.

**C. RFP Issuance:**

Copies of this RFP are available in electronic form through the State of Delaware, Government Support Services website at <http://bid.delaware.gov>. Paper copies of this RFP will be available upon request by contacting:

**Kerri Bennett**  
**Delaware Division of Parks and Recreation**  
**89 Kings Highway**  
**Dover, Delaware 19901**  
[kerri.bennett@state.de.us](mailto:kerri.bennett@state.de.us)  
**(302) 739-9206**

**D. Public Notice:**

Public Notice has been provided in accordance with 29 Del. C. § 6981.

**E. 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.

**Kerri Bennett**  
**Department of Natural Resources**  
**and Environmental Control**  
**Delaware Division of Parks and Recreation**  
**89 Kings Highway**  
**Dover, Delaware 19901**  
[kerri.bennett@state.de.us](mailto:kerri.bennett@state.de.us)

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



**F. Consultants and Legal Counsel:**

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

**G. Assistance to Vendors with a Disability:**

Vendors with a disability may receive accommodations regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten (10) days prior to the deadline for receipt of proposals.

**H. Contact with State Employees:**

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.

**I. Organizations Ineligible to Bid:**

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

**J. Exclusions:**

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

1. Has been convicted for commission of a criminal offense as an incident to obtain or attempt to obtain a public or private contractor subcontract or in the performance of the contract or subcontract;
2. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
3. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
4. Is a registered sex offender or has been convicted of a violent crime under State statute;
5. Has violated previous contract provisions such as:
  - a. Failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - b. Failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts;
  - c. Has violated ethical standards set out in law or regulation; and
  - d. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

**K. RFP Submissions:**

Acknowledgement of Understanding of Terms: By submitting a proposal, 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.

**L. Proposals:**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with three (3) paper copies. One (1) paper copy must be marked as a "Master" copy and contain original signatures on all appropriate forms.

All proposals must be properly sealed and clearly marked as specified below and received no later than 3PM EST on **March 28, 2012**. The Proposals may be delivered by certified or registered U.S. Mail, Express Delivery (e.g., FedEx, UPS, etc.), or by hand to:

**Vendor Name  
Street Address  
City, State, Zip**

**Contract No. NAT-12-011-BEACH ACCESSORY  
Contract Title MOBILE BEACH ACCESSORY RENTAL  
AND SNACK FOOD SERVICE  
Department of Natural Resources and Environmental Control  
Division of Parks and Recreation  
Office of Business Services  
89 Kings Highway  
Dover, Delaware 19901**

**SEALED BID PROPOSAL**

Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

**M. Proposal Modifications:**

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

**N. Proposal Costs and Expenses:**

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

**O. 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 Contract No. and 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.

**P. Proposal Opening:**

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

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

**Q. 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.

**R. 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 and 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.

**S. Realistic Proposals:**

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

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

**T. Confidentiality of Documents:**

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 Team or its designated agents. There shall be no disclosure of any vendor 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 of the State'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 the contract award is made, its contents will become public record and nothing contained in the proposal will be deemed 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.

**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 the 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. Collusion or Fraud:**

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

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

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

**W. Lobbying and Gratuities:**

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

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

contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

**X. Solicitation of State Employees:**

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

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

**Y. RFP Question and Answer Process:**

The State of Delaware will allow written requests for clarification of the RFP. All questions will be considered into a single set of responses and posted on the State's website at <http://bids.delaware.gov> by 12:00 p.m. each Friday. Vendor's names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

**Section Number  
Paragraph by Alphabet  
Page Number  
Text of Passage being questioned  
Question**

**Z. State's Right to Reject Proposals:**

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

**AA. 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.

**BB. Notification of Withdrawal of Proposal:**

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

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

**CC. Revisions to the RFP:**

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

It is the vendor's responsibility to be aware of any addenda or modifications to the RFP contract terms. By submitting an offer to the State, vendors shall have acknowledged receipt, understanding, and commitment to comply with all materials, revisions, and addenda related to the Request for Proposal.

**DD. Exceptions to the RFP:**

Any exceptions to the RFP or the State of Delaware's terms and conditions must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

**EE. RFP Evaluation Process:**

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

The State of Delaware reserves full discretion to determine the competence, responsibility, professionalism and/or financial ability of vendors. Vendors are to provide in timely manner any and all information that the State of Delaware may deem necessary to make a decision.

**FF. Proposal Evaluation Team:**

The Proposal Evaluation Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. § 6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Director of Delaware's Division of Parks and Recreation and the Secretary of the Department of Natural Resources and Environmental Control who shall have final authority subject to the provisions of this RFP and 29 Del. C. § 6982 and 7 Del.C. § 4701 to award a contract to the successful vendor in the best interests of the State of Delaware.

**GG. Proposal Selection Criteria:**

The Team shall assign up to the maximum number of points for each evaluation item to each of the vendor's proposals. All assignments of points shall be at the sole discretion of the Team.

The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible vendor and participate in the Team's consideration for award. Proposals which do not meet or comply

with the instructions in this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or negotiate a proposal other than that with the highest price.
- 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 modifications 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.

### 1. **Criteria Weight**

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

<b>Criteria</b>	<b>Weight</b>
<b>Background and experience (e.g. past performance on similar ventures, financial strength, qualifications and experience of personnel, etc.)</b>	<b>20</b>
<b>Response to the RFP (e.g. quality and value of products and services, including pricing, etc.)</b>	<b>30</b>
<b>Benefits of the proposal to Delaware State Parks (e.g. percentage of gross receipts from services, etc.)</b>	<b>25</b>
<b>Capacity to meet financial conditions and payment obligations.</b>	<b>25</b>
<b>Total</b>	<b>100 points</b>

### **HH. Proposal Clarification:**

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

### **II. References:**

The Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, 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 for travel costs only for State of Delaware personnel for these visits.

### **JJ. Oral Presentations**

Selected vendors may be invited to make oral presentations to the Evaluation Team. 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.

**KK. Award of Contract:**

The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive to award a contract to other than the highest priced proposal or not to award a contract, as a result of this RFP.

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

**1. RFP Award Notifications**

- After reviews of the evaluation committee report and its recommendation and once the contract terms and conditions have been finalized, the State of Delaware shall award the contract.
- The contract shall be awarded to the vendor whose proposal is most advantageous taking into consideration the evaluation factors set forth in the RFP.
- It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the highest bid or the vendor who receives the highest total point score rather the contract shall be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.
- After final selection is made, the winning vendor shall be invited to negotiate a contract with the State of Delaware and the remaining vendors not selected shall be notified in writing of their selection process.

**LL. RFP Miscellaneous Information:**

**No Press Releases or Public Disclosure:**

Vendor(s) may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the State of Delaware.

**MM. Definitions of Requirements:**

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

**NN. Additional Documents:**

The following documents are attached to this Request for Proposal and shall be considered as part of the RFP.

- Attachment 1 – No Proposal Reply Form (p. 29)
- Attachment 2 – Non-Collusion Statement (p. 30-31)
- Attachment 3 – Exceptions to RFP (p. 32)
- Attachment 4 – Confidential and Proprietary Information (p. 33)
- Attachment 5 – Business References (p. 34-35)
- Attachment 6 – Balance Sheet, Liabilities and Net Worth (p. 36-37)
- Attachment 7 – Qualifications and Performance of the Applicant (p. 38-39)



Attachment 8 – Bid Bond (p. 40)

Attachment 9 – Background Investigation Form (p. 41)

Attachment 10 – Credit Check Form (p. 42)

Attachment 11 – OMWBE Application (p. 43)

## SECTION IV – SCOPE OF SERVICES AND REQUIREMENTS

### **A. Products and Services:**

The successful vendor (Concessionaire) will be granted a contract herein for the provision to operate a mobile beach accessory rental and snack food service at Gordon's Pond located in Cape Henlopen State Park. The mobile beach accessory rental and snack food service concession may include equipment normally associated with beach accessories such as beach chairs, surf mats/rafts and umbrellas which are necessary to carry out business in accordance with the terms and conditions set forth in the contract. The Concessionaire is responsible for proper installation of beach umbrellas for all customers. In the event of adverse weather and heavy surf conditions, the Park Superintendent has the authority to prohibit the use of and rental of flotation devices, i.e. boogie boards and rafts, to reduce the risk of injury to park visitors.

Non-alcoholic beverages, coffee, sandwiches, hot dogs, ice cream, bakery goods, candy and peanuts may also be included in this service under the provisions of the Division's healthy choices initiative (guidelines to be distributed at the mandatory pre-bid meeting). The Concessionaire agrees to withdraw from sale or rent any items disapproved by the Division. In accordance with the Department's Smoking in the Workplace Policy No. D-0309(A), **no tobacco products shall be sold on premises.**

### **B. Utilities:**

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

### **C. Taxes and Permits:**

The Concessionaire 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 concession business conducted hereunder.

### **D. Division's Responsibilities:**

1. No facilities such as buildings, storage units or equipment such as umbrellas and chairs shall be furnished by the Division.
2. The Division reserves the right to enlarge, close and/or reduce the size of any area for the purposes of improvement, repair, construction or any other legitimate purpose. It is understood that any of the above actions shall not entitle the Concessionaire to any reduction or suspension of the contract fee unless otherwise approved by the Division.

### **E. Concessionaire's Responsibilities:**

The Concessionaire's operational responsibilities shall include the following:

1. The Concessionaire will be required to furnish and install the necessary equipment and supplies including the temporary storage facilities not to exceed 8ft X 8ft X 8ft at the concession operation for the mobile beach accessory rental and snack food service concession in order to provide the specified service.

2. All of the equipment and fixtures used in the concession operation shall be subject to approval by the Division, Division of Public Health, if applicable, as to their workability, appearance, appropriateness and compliance with all applicable codes.
3. Daily cleaning and janitorial service of the sales area, space assigned to the Concessionaire.
4. Daily collection and deposit of litter, garbage and refuse from the grounds and buildings assigned to or used by the Concessionaire into the parks dumpster.
5. The Concessionaire shall ensure that all facilities and equipment supplied by the Division be returned to the Division in good order, condition and repair, reasonable wear and tear expected.
6. The Concessionaire shall publicly display in a conspicuous place at the concession area a neat and legible sign listing rates, prices and charges for all products and services.
7. The Concessionaire shall be responsible for providing quality products and services at a reasonable price to park visitors.
8. The Concessionaire shall be responsible to employ only competent, mature and orderly employees and their employees shall keep themselves neat and clean and be courteous to all guests and patrons of the park. Concessionaire shall check all prospective employees they intend to hire at the contracted area against the Delaware or any other applicable sex offender registry. Concessionaire shall notify the Division if they desire to hire an individual who is on a registry. Written approval by the Division shall be required before the Concessionaire can employ said individual to work at the contracted area.
9. The Concessionaire shall establish and maintain books of account and records of all operations and establish systems of bookkeeping, records and accounting in a manner satisfactory to the Division.
10. The Concessionaire also agrees to submit an annual financial statement, which includes listing of all gross receipts/sales ending December 31 of each year. This annual statement shall be submitted to the Division on or before April 15 of each year.

**F. Inspection:**

The Concessionaire shall agree that at all reasonable time free access will be given to authorized representatives of the Division and other county, state or federal officials having jurisdiction for inspection purposes. The Concessionaire shall further agree that if notified in writing by the Division of its authorized representatives that any part of the contracted premises or the facilities thereof for which the Concessionaire is responsible for services rendered are not in conformance with the contract granted then the Concessionaire shall remedy the same within five (5) working days, or a reasonable time period agreed upon between the Division and the Concessionaire.

**G. Accounting and Reports:**

The Concessionaire shall maintain proper and complete books and records of accounts of its operation under the contract granted. Internal control procedures implemented by the Concessionaire 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 Concessionaire shall be immediately and properly recorded.

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

**H. Operating Schedule:**

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

Open on weekends and holidays from Memorial Day weekend through the third weekend in June from 10:00 a.m. to 6:00 p.m.

Open seven (7) days a week from the fourth week in June through the second week of August, including holidays from 10:00 a.m. to 6:00 p.m.

Open weekends and holidays from the third weekend in August through the second week of September from 10:00 a.m. to 6:00 p.m. unless Park Superintendent authorizes additional time beyond Labor Day.

Concessionaire will contact the Park Superintendent prior to canceling service for the day and receive his or her permission to cancel service. The Division reserves the right to revoke the contract of the Concessionaire if they do not adhere to the schedule of operations.

**I. Emergencies:**

The Concessionaire and the Division or their designated agent(s) shall be available by phone and/or pager 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 Concessionaire or their designee is to be provided to the Park Superintendent.

**J. Trash Removal and Use of Recyclable Products:**

The Concessionaire is required to serve all food and beverages in recyclable containers. The Concessionaire shall provide trash cans inside the concession area and will be responsible for depositing the trash in the park's dumpster at the end of each day of operation and for maintaining the concession areas in a clean and presentable condition. The Concessionaire agrees to fulfill this responsibility in compliance with the spirit and intent of Executive Order 18, Leading by Example Towards a Clean Energy Economy & Sustainable Natural Environment, as issued by Governor Markell on February 17, 2010 and which may be reviewed at [http://governor.delaware.gov/orders/exec\\_order\\_18.shtml](http://governor.delaware.gov/orders/exec_order_18.shtml)

**K. Parking:**

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

**L. Marketing and Promotion Plans; Signs and Advertising:**

- a) The Concessionaire is encouraged to work with the Division on a marketing and promotion plan for each calendar year, beginning calendar year, 2012. Such plan may contain promotional activities at or in connection with Delaware State Parks annual promotional activities or with individual state parks or facilities. (The Division is considered a "qualified organization" for purposes of receiving deductible charitable contributions).
- b) The Concessionaire agrees not to use signs or any other means of soliciting business without the approval of the Division and agrees not to advertise said contract in any manner or form on or about premises contracted to it, or elsewhere, or in any newspaper or otherwise, without such approval. Any printed advertising shall include the correct name and location of the operation, i.e. Gordon's Pond, Cape Henlopen State Park.
- c) 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 Concessionaire.

- d) It is mutually agreed by the Concessionaire and the Division that no permanent or temporary advertising, signage, or trademark visibility for the Concessionaire's mobile beach accessory rental and snack food service concession will be displayed or permitted anywhere in state parks without prior written approval from the Division, except that it is agreed that the Concessionaire shall be permitted to include its trademark and brand names on its equipment.

**M. Modifications to Premises:**

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

**N. Damage to Premises:**

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

**O. Waiver of Damages:**

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

**P. Concession Franchise Limitations:**

So long as the Concessionaire shall faithfully conform to all the provisions herein, they provide the mobile beach accessory rental and snack food service as heretofore described at Gordon's Pond, Cape Henlopen State Park but **may not have exclusive rights** at the sole discretion of the Division.

## **SECTION V – CONTRACT TERMS AND CONDITIONS**

### **A. General Information:**

1. The selected vendor will be expected to enter negotiations when applicable with the Department, which will result in a formal contract between parties. Procurement will be in accordance with a subsequent contract agreement. **This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.**
2. After negotiations, the selected vendor shall enter into a written agreement with the Department. The State of Delaware reserves the right to incorporate standard State contractual and contract provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the Department. Vendors will be required to sign the contract for all services and may be required to sign additional agreements.
3. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract.
4. If the vendor to whom the award is made fails to enter into the contract as herein provided, the award will be annulled and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

### **B. Notice:**

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

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

### **C. Contract Term and Extension:**

The term of the contract between the successful Concessionaire and the Department shall be for three (3) years with the option to renew on an annual basis for an additional three (3) years with an option to renew for an additional four (4) years based on successful completion of the terms and conditions.

### **D. Contract Fee:**

The Concessionaire, as a fee for the contract and concession rights herein granted, agrees to pay the Department of Natural Resources and Environmental Control, Division of Parks and Recreation a minimal annual contract fee of \$6,500.00 or best offer and a negotiated % of gross receipts, whichever is greater.

The annual contract fee shall be due in two (2) installments on July 15 and September 15 during the term of his contract. If the percentage of total gross receipts is greater than the annual contract fee, the Concessionaire agrees to pay the additional amount based on the specified percentage of total gross receipts to the Division on or before December 31 of each year.

The Concessionaire agrees to submit a monthly receipts report, including an approved daily close out report covering each day's operation under this agreement to the Park Superintendent plus a tabulated gross receipts report for the period of operation on or before December 31 of each year.

**E. Interest Payments:**

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

**F. Performance Guarantee:**

The Concessionaire shall furnish and keep in full force and effect, during the term of the contract, a performance guarantee made payable to the Division, in the amount of the concessionaire's annual contract fee conditioned upon the full performance of all terms and conditions contained in the contract. The performance guarantee shall be in the form of a cash deposit, surety bond, certificate of deposit, passbook savings account, automatically renewable irrevocable letter of credit or another form acceptable to the Division. Said amount is not subject to increase but shall remain constant throughout the terms of the contract.

**G. Licenses and Permits:**

In performance of the contract, Concessionaire shall be required to comply with all applicable federal, state and local laws, ordinances, codes and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the Concessionaire. Concessionaire shall be properly contracted and authorized to transact business in the State of Delaware as provided in 30 Del. C. § 2502.

Upon execution of the contract, Concessionaire shall either furnish the State of Delaware 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  
Caravel State Building  
P.O. Box 8750  
820 N. French Street  
Wilmington, Delaware 19899  
Public Service (302) 577-8200  
Licensing Department: (302) 577-8205  
<https://onestop.delaware.gov/osbr/public/Home.jsp>**

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

**H. Personnel:**

The Concessionaire will operate and manage said contract and employ such personnel satisfactory to the Division. Any employee left in charge of the concession shall be at least 18 years of age. The Concessionaire agrees to replace said personnel or any employee, whenever requested by the Division upon unsatisfactory performance and due cause begin shown. The Concessionaire agrees to have a sufficient number of personnel on duty at such contracted area for the proper operation of this contract.

Concessionaire shall check all prospective employees they intend to hire at the contracted area against the Delaware or any other applicable sex offender registry. Concessionaire shall notify the Division if they desire to hire an individual who is on a registry. Written approval by the Division shall be required before the Concessionaire can employ said individual to work at the contracted area.

**I. Quality and Pricing:**

1. The Concessionaire warrants that all products and services offered by it to the public shall be of the highest quality and consistent with the quality specifications provided by the Concessionaire pursuant to this section. The Concessionaire shall have the right and privilege to charge such prices and rates as are reasonable and fair. All prices and price changes shall be subject to the prior written approval of the Division.
2. The Concessionaire shall submit a price list to the Division each year before the beginning of operation with a schedule of services to be offered and the prices to be charged for each service. The Concessionaire agrees to offer only such services and merchandise 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 services and merchandise furnished outside the areas administered by the Division under similar conditions.
3. If, in the sole opinion of the Division, any goods or services offered by the Concessionaire 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 Concessionaire to cease selling such goods or services and the Concessionaire shall cease doing so immediately upon receipt of such a written request from the Division.

**J. Insurance:**

1. The Concessionaire recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney’s fees, judgments and/or settlements incurred by reason of injury to or death of any and all persons or injury to any and all property of any nature arising out of the Concessionaire’s negligent performance under this contract and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The Concessionaire shall, as a condition precedent to the agreement taking effect, before assuming any rights hereunder, at their own cost and expense, purchase and maintain such insurance during the term of this contract as will protect the Concessionaire from claims under Workers Compensation Act and shall also take out and maintain such public liability insurance as will protect the Concessionaire, the State of Delaware, the Department, the Division, and their officers and employees from any claims for personal injuries, including death and property damage arising out of or occurring or caused by operation under this contract by the Concessionaire or anyone directly or indirectly employed by the Concessionaire while on the job, by agents of the Concessionaire or otherwise arising out of this contract. Such policies shall be endorsed to cover “occurrences” and not merely “accidents”. All required insurance must be in effect and continue so during the term of the contract in not less than the following amounts.

Type	Amount
Workman’s Compensation Insurance	Unlimited
Public Liability Insurance: Single Limit Liability for any	\$1,000,000.00



one occurrence, not less than	
-------------------------------	--

The Concessionaire shall produce a certificate of insurance as proof that the Concessionaire has the required insurance.

**K. Indemnification and Hold Harmless**

Concessionaire shall indemnify and otherwise hold harmless the State of Delaware, Department of Natural Resources and Environmental Control, Division of Parks and Recreation, 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 Concessionaire, its agents' and employees' performance, work or services in connection with the contract, regardless of whether such suits actions, claims or liabilities are based upon acts or failures to act attributable in whole or in part to the State, Division its employees or agents.

The Concessionaire expressly agrees to indemnify and hold the State of Delaware, the Department, the Division and any of its employees harmless from any and all claims arising out of any violation by the Concessionaire of any law, rule, regulations or order and from any and all claims for loss, damage or injury to persons or property of whatever kind or nature arising from the operation of this contract by the Concessionaire or from the negligence or carelessness of employees, agents or invitees of Concessionaire while on the job.

**L. Violations:**

Upon failure of the Concessionaire to provide adequate service or operate the contract herein granted in a satisfactory manner or to comply with any of the terms and conditions of this contract, federal, state or local laws or any rule, regulation or order of the Department affecting the contract in regard to any and all matters, this contract may be suspended or revoked at any time on thirty (30) days written notice to the Concessionaire. Any contract fees accrued at date of revocation shall immediately become due and payable to the Division.

In the event this contract terminates as aforesaid for any violation, all rights of the Concessionaire therein shall be forfeited without any claims for damage, compensation, refund of its investment, if any, or any other payment whatsoever against the Division, Department or the State.

In the event this contract terminates as aforesaid, any property of the Concessionaire within said contract area may be held by the Division until all indebtedness of the Concessionaire hereunder at any time of termination of this contract is paid in full.

**M. Revocation of Contract:**

In addition to the rights of revocation otherwise specifically provided in this contract, the Division shall have the right to revoke this contract at any time on thirty (30) days written notice to the Concessionaire if:

1. The Concessionaire files a petition in bankruptcy, is adjudicated a bankrupt, makes an assignment for the benefit of creditors or has a receiver appointed for it; or
2. The Concessionaire fails to observe or perform all of the terms, conditions and agreements on its part to be observed or performed pursuant to this contract after notice specifying the details of such breach shall have been given to the Concessionaire by the Division, provided, specifying the details of such breach shall have been given to the Concessionaire by the Division, provided, however, that is such breach cannot be remedied within such thirty (30) day period, the Concessionaire shall be deemed to have cured the same if it undertakes to remedy the same within such thirty (30) day period and then diligently pursues such remedy to completion.

**N. Termination for Cause:**

If for any reasons, or through any cause, Concessionaire fails to fulfill in timely and proper manner his obligations under the contract, or if the Concessionaire violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the Concessionaire of such termination and specifying the effective date thereof at least twenty (20) days before the effective date of such termination.

**O. Termination for Convenience:**

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. If the contract is terminated by the State of Delaware as so provided, the Concessionaire will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Concessionaire as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, Concessionaire shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Concessionaire during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

**P. Non-Discrimination:**

In performing the services subject to this RFP, the Concessionaire will agree that it will not discriminate against any employee or applicant because of race, creed, color, sex or national origin. The Concessionaire shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of the Concessionaire.

**Q. Covenant against Contingent Fees:**

The Concessionaire warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee, accepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Concessionaire for the purpose of securing business.

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

**R. Applicable Law:**

The laws of the State of Delaware shall apply, except where Federal Law has precedence. Concessionaire consents to jurisdiction and venue in the State of Delaware.

Concessionaire certifies that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. The laws of the State of Delaware;
2. The applicable portion of the Federal Civil Rights Act of 1964;
3. The Equal Employment Opportunity Act and the regulations issued there under by the federal government;

4. A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. That programs, services and activities provided to the general public under resulting contract conform to the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If Concessionaire fails to comply with 1) through 5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the Concessionaire in default.

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

**S. Scope of Agreement:**

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

**T. Other General Conditions:**

**Changes** - No alterations in any terms, conditions, delivery, price, quality or specifications of items ordered shall be effective without the written consent of the State of Delaware.

**Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

**U. Contract Documents:**

The RFP, the executed contract and any supplemental documents between the State of Delaware and Concessionaire shall constitute the contract between the State of Delaware, the Department of Natural Resources and Environmental Control, the Division of Parks and Recreation and Concessionaire. In the event there is any discrepancy between any of these documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP and Concessionaire response to the RFP. No other document shall be considered. These documents will constitute the entire agreement between the State of Delaware, the Department of Natural Resources and Environmental Control, the Division of Parks and Recreation and the Concessionaire.

**PROPOSAL REPLY SECTION**

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the Contract number and Contract name to Department of Natural Resources and Environmental Control, Division of Parks and Recreation by **March 28, 2012 @ 3:00 p.m.** at which time proposals will be opened.

**Proposals shall be submitted to:**

**State of Delaware  
Department of Natural Resources and Environmental Control  
Division of Parks and Recreation  
Richardson & Robbins Building  
89 Kings Highway  
Dover, DE 19901**

**PUBLIC PROPOSAL OPENINGS**

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

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

**Attachment 1**

**NO PROPOSAL REPLY FORM**

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

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

1. We do not wish to participate in the proposal process.

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3. We do not feel we can be competitive.

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

7. Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_

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

\_\_\_\_\_

TITLE: MOBILE BEACH ACCESSORY RENTAL AND SNACK FOOD SERVICE  
 OPENING DATE: March 28, 2012 @ 3:00 p.m.

**Attachment 2**

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, 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 the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

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

COMPANY NAME \_\_\_\_\_ Check one)

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

NAME OF AUTHORIZED REPRESENTATIVE

(Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

STATE OF DELAWARE  
 FEDERAL E.I. NUMBER \_\_\_\_\_

LICENSE NUMBER \_\_\_\_\_

(Circle one)

COMPANY CLASSIFICATIONS CERT. NO. _____	Women Business Enterprise (WBE)		Minority Business Enterprise (MBE)		Disadvantaged Business Enterprise (DBE)	
	Yes	No	Yes	No	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

**Continued on Next Page:**

PURCHASE ORDERS SHOULD BE SENT TO:

(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

City of \_\_\_\_\_

County of \_\_\_\_\_

State of \_\_\_\_\_

**Attachment 3**

**Exceptions to Request for Proposal**

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: use additional pages as necessary.**



**Attachment 4**

**Confidential and Proprietary Information**

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.

<b>Confidentiality and Proprietary Information</b>

**Note: Add additional pages as needed.**

**Contract No.** NAT-12-011-BEACH ACCESSORY

**Contract Name:** MOBILE BEACH ACCESSORY RENTAL AND SNACK FOOD SERVICE

**Attachment 5**

**Business References**

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

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

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

1.

Contact Name:
Contact Title:
Business Name:
Address:
Phone#:
Fax #:
E-Mail Address:
Current Vendor (YES or NO):
Years Associated:

**Continued on Next Page:**

2.

Contact Name:
Contact Title:
Business Name:
Address:
Phone#:
Fax #:
E-Mail Address:
Current Vendor (YES or NO):
Years Associated:

3.

Contact Name:
Contact Title:
Business Name:
Address:
Phone#:
Fax #:
E-Mail Address:
Current Vendor (YES or NO):
Years Associated:

**Attachment 6**

**BALANCE SHEET**

DATE: \_\_\_\_\_, 20\_\_

**ASSETS**

**CURRENT ASSETS**

- 1. Cash on hand and in bank..... \$ \_\_\_\_\_
- 2. Marketable securities ..... \_\_\_\_\_
- 3. Notes and accounts receivable ..... \_\_\_\_\_
- 4. .... \_\_\_\_\_
- 5. .... \_\_\_\_\_
- 6. .... \_\_\_\_\_
- 7. Total current assets ..... \_\_\_\_\_

**FIXED ASSETS**

- 8. Buildings, equipment, etc. .... \_\_\_\_\_
- 9. LESS: Accumulated depreciation ..... \_\_\_\_\_
- 10. Net fixed assets ..... \_\_\_\_\_
- 11. Land ..... \_\_\_\_\_
- 12. Total fixed assets ..... \_\_\_\_\_

**OTHER ASSETS**

- 13. Investments ..... \_\_\_\_\_
- 14. .... \_\_\_\_\_

**Continued on Next Page:**

15. .... \_\_\_\_\_  
16. Total other assets ..... \_\_\_\_\_  
17. TOTAL CURRENT, FIXED, and OTHER ASSETS ..... \$ \_\_\_\_\_

**LIABILITIES AND NET WORTH**

**CURRENT LIABILITIES**

18. Notes and accounts payable ..... \$ \_\_\_\_\_  
19. Accrued liabilities ..... \_\_\_\_\_  
20. .... \_\_\_\_\_  
21. .... \_\_\_\_\_  
22. .... \_\_\_\_\_  
23. Total Current Liabilities ..... \_\_\_\_\_

**OTHER LIABILITIES**

24. Mortgages and long-term liabilities ..... \_\_\_\_\_  
25. .... \_\_\_\_\_  
26. .... \_\_\_\_\_  
27. Total other Liabilities ..... \_\_\_\_\_  
28. Total Liabilities ..... \_\_\_\_\_  
29. Net Worth ..... \_\_\_\_\_  
30. TOTAL LIABILITIES AND NET WORTH ..... \$ \_\_\_\_\_

**Attachment 7**

**QUALIFICATIONS AND PERFORMANCE OF APPLICANT**

1. Individual or Firm Name & Business Address:

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Phone Number: \_\_\_\_\_ E-mail address \_\_\_\_\_

Submittal is for: \_\_\_\_\_ Parent Company \_\_\_\_\_ Branch Office

2. Name and Title of individual completing application:

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3. Year present firm/organization was established: \_\_\_\_\_

a.) Total number of years' experience managing Snack Food Services \_\_\_\_\_

4. Name of Parent Company, if any: \_\_\_\_\_

a.) Former firm name(s), if any, and year (s) established:

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5. Is the business a:

\_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Corporation, in which State?  
\_\_\_\_\_ Partnership \_\_\_\_\_ Other legal entity

6. Names of Principals to contact:

7. Total personnel for this operation: \_\_\_\_\_

**Continued on Next Page:**

List by discipline or job description:

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8. Describe nature of business: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Names and addresses of major banks in which the firm/organization has accounts:

a.) \_\_\_\_\_ c.) \_\_\_\_\_  
b.) \_\_\_\_\_ d.) \_\_\_\_\_

10. Names and addresses of several major companies with whom your firm/organization has had accounts during the past three years:

a.) \_\_\_\_\_ c.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
b.) \_\_\_\_\_ d.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Names and addresses of alternate business/personal references (additional references not listed in Attachment 5):

a.) \_\_\_\_\_ c.) \_\_\_\_\_  
b.) \_\_\_\_\_ d.) \_\_\_\_\_

Contract No. NAT-12-011-BEACH ACCESSORY  
Contract Name: MOBILE BEACH ACCESSORY RENTAL AND SNACK FOOD SERVICE

**Attachment 8**

**BID BOND TO ACCOMPANY PROPOSAL**  
(NOT NECESSARY IF CERTIFIED CHECK IS USED)

KNOW ALL MEN BY THESE PRESENTS That: \_\_\_\_\_ of \_\_\_\_\_  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ as **Principal**, and \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ in the County of \_\_\_\_\_ and State of \_\_\_\_\_ as **Surety**, legally authorized to do business in  
the State of Delaware ("**State**"), are held and firmly unto the **State** in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or \_\_\_\_\_ percent not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
\_\_\_\_\_ of amount of bid on Contract No. \_\_\_\_\_, to be paid to the **State** for the use and benefit of \_\_\_\_\_  
\_\_\_\_\_ (*insert State agency name*) for which payment well 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 the \_\_\_\_\_ (*insert State agency name*) a certain proposal to enter into this  
contract for the furnishing of certain material and/or services within the **State**, shall be awarded this  
Contract, and if said **Principal** shall well and truly enter into and execute this Contract as may be required  
by the terms of this Contract and approved by the \_\_\_\_\_ (*insert State agency name*) this  
Contract 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 shall be void or else to be and remain in  
full force and virtue.

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

**SEALED, AND DELIVERED IN THE PRESENCE OF:**

\_\_\_\_\_  
Name of Vendor (Organization)

Corporate Seal

By: \_\_\_\_\_  
Authorized Signature

Attest \_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety

Witness: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
Title







**Attachment 11**

The most recent OMWBE Certification Application can be found at the following site address:

<http://gss.omb.delaware.gov/omwbe/certify.shtml>

**State of Delaware**

**Office of Minority and Women Business Enterprise  
Certification Application**



**Complete application and send via email, fax or mail to:**

Office of Minority and Women Business Enterprise (OMWBE)

100 Enterprise Place Suite # 4 Dover, DE 19904-8202 Telephone: (302) 857-4554 Fax: (302) 677-7086

Email: [deomwbe@state.de.us](mailto:deomwbe@state.de.us)

Web site: <http://gss.omb.delaware.gov/omwbe/index.shtml>

Link to Certification Application: <http://gss.omb.delaware.gov/omwbe/certify.shtml>