



State of Delaware

BEACH RESTAURANT AND AMENITIES AT DELAWARE SEASHORE STATE PARK SOUTH INLET (DAY USE AREA)

Request for Proposal

Contract No. NAT16003_BEACH RESTAURANT

March 4, 2016

**- Deadline to Respond -
Thursday, April 14, 2016
1:00 PM (Local Time)**

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

CONTRACT NO. NAT16003_BEACH RESTAURANT

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for a BEACH RESTAURANT AND AMENITIES at Delaware Seashore State Park(DSSP) South Inlet (Day Use Area). The proposal consists of the following:

- I. Introduction
- II. Scope of Work
- III. Format For Proposal
- IV. Proposal Evaluation Procedures
- V. Mandatory Pre-Bid Meeting and Site Visit
- VI. Definitions and General Provisions
- VII. Proposal Reply Section
 - a. Attachment 1 – No Proposal Reply Form
 - b. Attachment 2 – Non-Collusion Statement
 - c. Attachment 3 – Exceptions
 - d. Attachment 4 – Company Profile and Capabilities
 - e. Attachment 5 – Confidentiality and Proprietary Information
 - f. Attachment 6 – Business References
 - g. Attachment 7 – Subcontractor Information Form
 - h. Attachment 8 – Monthly Usage Report
 - i. Attachment 9 – Subcontracting (2nd tier spend) Report
 - j. Attachment 10 – Office of Supplier Diversity Certification Application
 - k. Attachment 11 – Bond Form
 - l. Attachment 12 – Proposal Reply Requirements and Checklist
 - m. Appendix A – Scope of Work details
 - n. Appendix B – Pricing Form(s) and Instructions (if applicable)
 - o. Appendix C – Specifications and Additional Information

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope **clearly displaying the contract number and vendor name** by **April 14, 2016 at 1:00 PM** (Local Time) to be considered.

Proposals must be mailed to:

State of Delaware/DNREC
Division of Parks and Recreation/OBS Contract NAT16003_BEACH RESTAURANT
Office of Business Services/Attn: Susan Risbon
89 Kings Highway
Dover, DE 19901

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 Susan Risbon at (302) 739-9225 or email susan.risbon@state.de.us .

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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 is seeking a qualified and competent Vendor to provide a Beach Restaurant and Amenities for the general public at Delaware Seashore State Park South Inlet (Day Use Area) commencing on May 15, 2016 (the “**Vendor**”).

The purpose of this Request for Proposal is to obtain sealed proposals from vendor(s) capable of satisfying the Division requirements for providing, managing and operating a Beach Restaurant with Amenities at Delaware Seashore State Park South Inlet (Day Use Area) as stated herein.

It is the goal of this Request for Proposal to identify vendor(s) who (i) meet park requirements and the business and legal criteria set forth herein; (ii) are capable of executing a contract within the timeline provided; and (iii) can provide, operate and manage a Beach Restaurant and Amenities as stated in vendor(s) submitted proposal.

1. COMPETITIVE SEALED PROPOSAL

It has been determined by the Division of Parks and Recreation, 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

A Contract will be awarded by the Division to cover a Beach Restaurant and Amenities at Delaware Seashore State Park South Inlet (Day Use Area).

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.

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4. 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 vendor(s) 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.

5. CONTRACT PERIOD

Each Vendor's contract shall be valid **from May 15, 2016 to February 28, 2021**. Each contract **may be renewed for five (5) three (3) year periods** through negotiation between the Vendor and the Division of Parks and Recreation. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to enter into a contract for longer periods, not to exceed twenty (20) years if the awarded vendor provides capital improvements and offerings that require longer timelines for return on investment. The State shall be the sole determining authority for a contract that shall exceed the contract period listed above.

The State reserves the right to extend this Contract on a month-to-month basis for a period of up to three (3) months after the term of the full Contract has been completed. In the event of an extended re-procurement effort and the Contract's available renewal options have been exhausted, Division of Parks and Recreation reserves the right to extend the Contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the Division and Vendor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new Contract.

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	Friday, March 4, 2016
Mandatory Pre-bid Conference; Site Visit (site visit is non-mandatory but recommended)	Tuesday, March 15, 2016
Written Questions Due No Later Than (NLT)	Wednesday, March 23, 2016
Written Answers Due/Posted to Website NLT	Wednesday, March 30, 2016
Proposals Due NLT	Thursday, April 14, 2016
Public Proposal Opening	Thursday, April 14, 2016
Contract Award	Will occur within 90 days of bid opening

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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 for a Beach Restaurant and Amenities, drawings, or specifications, or any other aspect of this RFP must be received in writing by **March 23, 2016**. All questions will be answered in writing by **March 30, 2016** and posted on <http://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.

**Delaware Department/DNREC
Division of Parks and Recreation
89 Kings Highway
Dover, DE 19901
Attn: Susan Risbon
Email: susan.risbon@state.de.us**

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 Awarded Vendor shall provide all equipment, materials, plans, designs, timeline, and labor to supplement the State of Delaware's need for Beach Restaurant and Amenities as described herein.

B. BACKGROUND

The Division is seeking proposals for a Beach Restaurant with Amenities at Delaware Seashore State Park South Inlet (Day Use Area) and in doing so will select the most qualified and competent Vendor to develop/construct, provide, manage and operate the restaurant operation. The Beach Restaurant and

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Amenities shall include excellent menu selection and restaurant services. Customer Service is essential and enhancing the public's dining experience through new operations and management processes is a Division goal. The Division is also interested in procuring food delivery services to the DSSP South Inlet Campground (whether by standard food delivery service or mobile food truck). Delivery shall include the DSSP South Inlet Campground and the beach. The Division is seeking creative business proposals for Beach Restaurant and Amenities services at this location.

C. STATEMENT OF NEEDS

Delaware Seashore State Park South Inlet (Day Use Area) offers the public a guarded beach with bath house, food concession, parking and beach amenities. The Division is seeking proposals for Beach Restaurant and Amenities with delivery and/or mobile food truck services. Delivery shall include the DSSP South Inlet Campground and the beach. The Division shall select the most qualified and competent vendor to manage and operate these services.

Vendors are encouraged to submit creative business proposals that include, but not limited to: (i) refurbishing the existing facility in accordance with the specifications listed herein, (ii) replacement of old equipment with state of the art equipment meeting the required food service standards normally associated with a restaurant, business, (iii) offering the public a full indoor and/or outdoor bar service, (iv) plan, design and promote a new menu, offering breakfast, lunch and dinner, a variety of seafood, gourmet sandwiches (hot and cold), entrees, appetizers, alcoholic beverages, non-alcoholic and a variety of other menu choices for the general public's enjoyment, (v) provide methods of increasing Park visitor satisfaction through the use of the Beach Restaurant, propose new concession services or ways to improve the existing beach concession services and offer delivery and/or mobile food truck services. This delivery service shall include the DSSP South Inlet Campground and the beach. In addition, vendor(s) shall provide beach retail services, including sale of beach umbrellas, beach chairs, floatation devices (as allowable per park rules), as well as sale of beach related goods approved by the Park. The Division shall rent beach umbrellas and chairs, therefore the Vendor may not rent these items. All alcoholic beverages sold and served shall be restricted to the Beach Restaurant area.

D. DETAILED REQUIREMENTS

Any business or technical requirements (Scope of Work) of this RFP are stated in **Appendix A. Vendors must provide detailed pricing on the Excel Spreadsheet, Appendix B. Appendix C is provided for clarification and additional information.**

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.

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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.

The Vendor's 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 be dated and briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the Division of Parks and Recreation.

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 any state-of-the-art equipment, benefits to Park visitors, descriptions of any enhancements that will benefit the Parks or additional value-added services or qualifications the Vendor will provide that are not mentioned in this RFP.

H. SAMPLES OR BROCHURES

Business brochures, product offerings, signage or other Vendor-specific documents may be required by the Agency for evaluation purposes. Samples or brochures shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

I. 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.

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J. PROPOSAL BOND REQUIREMENT

Each Vendor shall furnish a bond to the State of Delaware for the benefit of the Department of Natural Resources and Environmental Control. No offer will be considered unless the vendor(s) submits a bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware. In lieu of a proposal bond, a certified check may be drawn from a reputable banking institution authorized to do business in the State of Delaware. The certified check must be 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.

K. PERFORMANCE BOND REQUIREMENT

The awarded Vendor is required to furnish a one-hundred percent (100 %) Performance Bond in accordance with Delaware Code Title 29, Section [6927](#), to the State of Delaware for the benefit of the Division of Parks and Recreation with Surety in the amount of one-hundred (100%) of the specific award. Said bonds shall be conditioned upon the faithful performance of the Contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware. The bond form (Attachment 11) must be filled out accurately and completely.

L. NUMBER OF COPIES WITH MAILING OF PROPOSAL

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 **four (4) paper copies** and **two (2) electronic copies** on CD, DVD, media disk or flash drive. One of the copies shall be marked "**Master Copy**" and will contain original signatures in all locations requiring a vendor signature. The remaining copies do not require original signatures. **CD, DVD, media disk or flash drive must also contain the completed Appendix B Excel sheets, in Excel format.**

All properly sealed and marked proposals are to be sent to the State of Delaware and received **no later than 1:00 PM (Local Time) on April 14, 2016.** The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

State of Delaware/DNREC
Division of Parks and Recreation/OBS Contract NAT16003_BEACH RESTAURANT
Office of Business Services/Attn: Susan Risbon
89 Kings Highway
Dover, DE 19901

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Any proposal received after the date and time deadline referenced above 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.

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

M. PROPOSAL EXPIRATION DATE

Prices and a percentage of gross receipts quoted in the proposal shall remain fixed and binding on the bidder at least through the initial Contract term.

N. 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.

O. 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.

P. 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.

Q. ADDENDA TO THE REQUEST FOR PROPOSAL (RFP)

If it becomes necessary to revise any part of this RFP, revisions will be posted at <http://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.

R. INCURRED EXPENSES

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

S. 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.

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T. 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.

U. 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 proposal 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 of Parks and Recreation maintains sole discretion to reject any Vendor exceptions that are submitted.

V. BUSINESS REFERENCES

Business references are to be provided via Attachment 6.

W. DOCUMENT(S) EXECUTION

All vendor(s) must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The Awarded Vendor 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 of Parks and Recreation.

The State of Delaware requires completion of the [Delaware Substitute Form W-9](#) to make payments to vendor(s) as applicable. Successful completion of this form enables the creation of a State of Delaware Vendor record. The Taxpayer ID (SSN or EIN) and Applicant (Vendor) 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 form or specific comments about a form that you have submitted, please contact Vendor services by phone at 302-672-5000.

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X. SUBCONTRACTS

Subcontracting is permitted with prior written approval under this RFP and Contract. However, every subcontractor shall be identified in the Proposal using Attachment 7.

Y. 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 to a competing Vendor prior to award of the Contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and contracting 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) assume the risk that Confidential Business Information included within a proposal may enter the public domain.

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Z. PRICE NOT CONFIDENTIAL

Vendor(s) shall be advised that as a publically bid Contract, no Vendor shall retain the right to declare their pricing confidential.

AA. ATTACHMENTS

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Company Profile and Capabilities
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- Attachment 11 – Bond Form
- Attachment 12 – Proposal Reply Requirements and Checklist
- Appendix A – Scope of Work details
- Appendix B – Pricing Form(s) and Instructions
- Appendix C – Specifications and Additional Information

Vendor(s) shall complete each attachment included in the bid packet and include in their response to this RFP. Vendor(s) who do not complete the attachments may be considered non-responsive.

IV. PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. STATE’S RIGHT TO REJECT PROPOSALS

The Division of Parks and Recreation reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendor(s) submitting proposals may be afforded an opportunity for discussion. Vendor(s) may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendor(s) 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 vendor(s) 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,

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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

No employee or subcontractor of the Vendor(s) is to begin any work prior to receipt of an executed Contract with the Division of Parks and Recreation signed by authorized representatives of the Agency.

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 US Mail shall be sent either certified or registered to the address stated in this RFP. Proposals forwarded by delivery service other than the US Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP. **NOTE: All bids must clearly display the Contract number on the envelope.**

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Office of Business Services/Attn: Susan Risbon
89 Kings Highway
Dover, DE 19901

All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of delays in delivery. 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 Division of Parks and Recreation. Vendor(s) 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.

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- e. If the proposed pricing and/or percentage of gross receipts are obviously unbalanced either in excess or above reasonable 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.
- h. Non-attendance of Vendor presentations, if scheduled, shall be cause of disqualification.

7. 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 Division of Parks and Recreation Agency shall be final and binding.

8. OR EQUAL (PRODUCTS BY NAME)

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

B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR

The Division of Parks and Recreation shall award a 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 one or more of the following reasons:
 - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
 - b. It is unacceptable;
 - c. The proposed pricing and/or percentage of gross receipts 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;

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- 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.
4. If a Vendor is determined to be non-responsible, the Vendor shall be informed in writing.
 5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendor(s) 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, Division of Parks and Recreation.

The Committee reserves the right to:

- Select for contract or for negotiations, a proposal other than cost benefits.
- 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 needs of each individual park.

The Division of Parks and Recreation reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or grouping, 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 this RFP. The proposal response should contain at a minimum the following information:

- Brief history of the organization, including accreditation status, if applicable.
- Vendor’s experience providing similar services. Include references on Attachment 6.
- Financial information (balance sheets and income statements) for the past three years **and/or** Dun & Bradstreet report.
- Describe the methodology/approach used for operating and managing a Beach Restaurant with Amenities included in proposal to the Division of Parks and Recreation, including work plan and

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timeline. Include a well-defined ACTION PLAN that will describe the bidder's organization and method for providing Beach Restaurant and Amenity operations, where applicable and providing services as specified herein. Include approach to opening operations, any proposed capital improvements. Include beach restaurant services and amenities as specified herein from annual season opening to season close. Include customer billing and payment processes/options, customer service, advertising and marketing plans, delivery services, health standards/processes, cleaning processes, and employee training procedures. Include conflict resolution processes. Vendor shall provide an Alcohol Management Plan in their proposal.

- Full Phase approach description as describe in Appendix A herein.
- Menu(s), Brochures/Specification information for a Beach Restaurant (include all proposed food options, food delivery service/mobile food truck services and amenity sales proposed).
- All forms included in this RFP.
- Proposal Bond.
- Vendor Emergency Contact Data as required in this Proposal on checklist Attachment 12.

E. CRITERIA AND SCORING

EVALUATION CRITERIA			
		PERCENTAGE	POINTS
1.	Background and experience (e.g. past performance on similar ventures) company history, qualifications and experience of the employees and the organization in developing/constructing, managing and operating a Beach Restaurant with Amenities or similar business scope.	15%	60
2.	Financial stability/resources, past performance, financials/Dun & Bradstreet report (if applicable) and references.	10%	40
3.	Vendor's action plan (methodology and/or approach) for operating and managing a beach restaurant with amenities, including daily business operations, scheduling, customer service, operations, marketing, employee training, and alcohol management plan.	15%	60
4.	Vendor's proposed creativity in planning, designing, and delivering a successful establishment through return on investment, capital improvements, advertising, marketing, promotions and event planning. Include compliance with local, state and federal requirements.	20%	80
5.	The value of vendor's proposal to Delaware Parks (e.g. annual fees, annual percent of gross receipts from the sale of products and services), pricing and discounts.	20%	80
6.	Quality and diversity of menu offered (for both in restaurant and delivery and/or mobile food truck).	15%	60
7.	Extent to which Vendor agrees to the State of Delaware's contract terms and conditions and specification without taking exceptions.	5%	20
TOTAL SCORE		100%	400

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The Proposal 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 Proposal Evaluation Committee may 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 Vendor's existing sites or operations, 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.

V. MANDATORY PRE-BID MEETING AND SITE VISIT

A mandatory pre-bid meeting has been scheduled for **Tuesday, March 15, 2016 at 1:00 p.m. local time at the Indian River Marina Conference room located at 39415 Inlet Road, Rehoboth Beach, DE 19971. This is a mandatory meeting.** If a Vendor does not attend and sign in at this meeting, they shall be disqualified and shall not be considered for further evaluation.

A site review of the operation shall be available on Tuesday, March 15, 2016 from 10:00 a.m. to 12:00 p.m. This site visit shall only be for visual inspection of the premises. Bid questions will not be taken or answered during the site visit. **The Site visit is not mandatory, but highly recommended to gain full knowledge of site layout.**

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. Vendor(s) 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.

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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.

CAPITAL IMPROVEMENT: Any property enhancement or "improvement" that increases the overall value of the operation or business. Shall include a short range plan, which identifies any addition of a permanent structural improvement or the restoration of some aspect of a property that will either enhance the property's overall value or increases its useful life.

CONTRACT: The written agreement covering the furnishing and delivery of service and fees.

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

FEES: The schedule and basis of fees to be paid to the State of Delaware in return for the business opportunity provided by the State.

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 vendor(s).

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

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

RESTAURANT: Any establishment which is regularly used and kept open for the purpose of serving complete meals to persons for consideration and which has seating at tables for 12 or more persons and suitable kitchen facilities connected therewith for cooking an assortment of foods under the charge of a chef or cook.

REVIEW: For purposes of this RFP, "Review" is for annual gross receipt reports and financial reports that require Review by a Certified Public Accountant (CPA) in which the CPA issues a report stating that the information is performed in accordance with standards for accounting and review services and that the financial statements/reports have been prepared and fairly presented.

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 services, material or work contemplated, acting directly or through a duly authorized representative.

B. GENERAL PROVISIONS

1. SILENCE OF SPECIFICATIONS

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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.

2. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The Vendor shall examine carefully the proposal and the Contract forms for the services contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the services 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.

3. 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 (FIOA). 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.

4. 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,

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ordinances, regulations, orders, or decrees whether by itself , by its employees, or by its subcontractor (s).

5. 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.

6. 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.

7. 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. Operating permits and licenses shall be acquired by the Vendor for Public Health restaurant management and food service, as well as a liquor license issued by the Delaware Alcohol Beverage Commission to serve and sell alcohol.

8. PATENTED DEVICES, MATERIAL AND PROCESSES

- a. The Vendor shall provide for the use of any patented design, device, service, 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.

9. 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 materials or services required to complete the 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 Contract may be terminated.

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10. TAXES

- a. The Division is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in pricing structure.
- b. Sales at Park Operation locations are taxable to the awarded Vendor under Federal and State tax laws.

11. FEES PAYABLE TO THE STATE

Fees and/or rates shall remain firm for the initial five (5) year term of the Contract, unless further negotiations are deemed necessary by the State or changed through mutual agreement by both parties.

The fee policy that vendors choose 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.

12. PRICE ADJUSTMENT

The Vendor is not prohibited from offering a price adjustment on its services or materiel offered under the Contract. The State is not prohibited from requesting a price adjustment on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this Contract beyond the initial five (5) year period, the Division of Parks and Recreation shall have the option of negotiating fee pricing and percentage of gross receipt adjustments.

13. 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.

14. 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.

15. MANDATORY INSURANCE REQUIREMENTS

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

- a. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,
- b. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,
- c. Liquor Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,
- d. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to other,

and

- e. The Vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Vendor is an independent Vendor and is not an employee of the State of Delaware.

The Vendor must carry (a), (b), (c), (d) and (e) at all times during the Contract term.

Before any work is done with the State, a Certificate of Insurance referencing the name and Contract number stated herein shall be filed with the State. The certificate holder is as follows:

State of Delaware/DNREC
Division of Parks and Recreation/Contract NAT16003_BEACH RESTAURANT
Office of Business Services
80 Kings Highway
Dover, DE 19901

Note: The State of Delaware shall not be named as an additional insured.

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

16. 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.

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17. 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 of 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 part, to the State, its employees or agents.
- 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.

18. FORCE MAJEURE

Neither the Vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this Contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this Contract.

1. The Division reserves the right to shut down Beach Restaurant operations in the event of unsafe conditions at the discretion of the Park Superintendent resulting from Storms and weather events.

19. 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

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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.

20. 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 by Vendor, no later than the 15th (or next business day after the 15th day) of each month, detailing the sale of all items on this Contract. The reports shall be submitted and sent as an attachment to Parks_OBS@state.de.us. Submitted reports shall contain accurate descriptions of the products, goods or services procured. 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, vendor(s) who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, 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 Office of Supplier Diversity at vendorusage@state.de.us 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.

21. METHOD OF PAYMENT

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

22. 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

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not begin the work in a reasonable amount of time and/or does not adhere to the operating hours and provided services as specified in the Contract, 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.

23. VENDOR RESPONSIBILITY

The State will enter into a Contract with the successful Vendor. The successful Vendor 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 of Parks and Recreation.

24. VENDOR-OWNED OR RENTAL EQUIPMENT AND SUPPLIES REMOVAL

The awarded Vendor shall remove all vendor-owned or rented equipment and supplies from the operation location(s) no later than an agreed to date once all contract obligations by the Vendor have been met.

25. ENVIRONMENTAL PROCUREMENT REQUIREMENTS FOR VENDOR EQUIPMENT

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.

Vendor(s) are encouraged to use environmentally friendly supplies, products and equipment while fulfilling operation Contract requirements.

26. 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, once awarded, 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.

27. NON-DISCRIMINATION

In performing the services subject to this RFP, Vendor agrees that it will not discriminate against any employee or applicant because of race, creed, color or sex or national origin. Vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory

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employment practice. Failure to perform under this provision constitutes a material breach of the Contract.

28. SOLICITATION OF STATE EMPLOYEES

Vendor shall not, directly or indirectly, solicit any employees of the State of Delaware to leave employment with the State of Delaware in order to accept employment with 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 Vendor may result in rejection of Vendor's proposal.

Notwithstanding the paragraph above, this 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 or 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,

29. 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. Vendor(s) doing business with the State are encouraged to adopt fair background check practices. Vendor(s) can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

30. VENDOR BACKGROUND CHECK REQUIREMENTS

Vendor selected for an award that accesses state property or comes into 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 vendor(s). Should an individual be identified and the Vendor 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 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.

The Vendor shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's Contract.

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The Agency may require additional background checks to be accomplished by the Vendor to comply with legislative requirements and recommendations. If additional background checks are required, the Vendor will be notified by the Agency and shall accomplish checks and adhere to all requirements listed in this section.

31. TERMINATION OF CONTRACT

The Contract awarded as a result of this RFP may be terminated as follows by the Division of Parks and Recreation.

- 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.

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

32. 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 prices and/or percent of gross receipts, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Contract.

33. 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,

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no person having any such interest shall be employed.

34. 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.

35. 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, relating to the particular goods or services purchased or acquired for the State or services provided to the State pursuant to this Contract.

36. 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. This shall include, but is not limited to, onsite inspections for cleanliness, functionality and business operations

37. 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 add to the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

38. 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 Contract; 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

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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.

39. 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.

40. AUDIT ACCESS TO RECORDS

The Vendor shall maintain books, records, Z-tapes, 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 sales payment records or other material relative to this Contract. The cost of any Contract audit disallowances or under reporting of gross receipts and/or unpaid fees 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.

41. 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.

42. 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 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.

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43. 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 Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.
- c. When the Agency first experiences a relatively minor problem or difficulty with a Vendor, the Division 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 Contract scope of work and services delivered to the public. The Agency should stress to the Vendor 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 Vendor. 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 Vendor to perform outside the agreement. If the issue is a part of the Contract, the Agency must then contact the Vendor, discuss the reasons surrounding the default and establish a date when the Vendor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with the Vendor or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>. Email may also be utilized to communicate performance deficiencies.

44. CONTRACT DOCUMENTS

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal 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
- Vendor Proposal Response
- Special Instructions

45. ASSIGNMENT

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

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Division of Parks and Recreation

46. NOTICE

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

Delaware Department of Natural Resources and Environmental Control
Division of Parks and Recreation/Contract NAT16003_BEACH RESTAURANT
89 Kings Highway
Dover, DE 19901

47. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

The Awarded Vendor 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.

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 Vendor 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.

48. 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 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.

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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 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 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 with the successful Vendor will be executed with the Division of Parks and Recreation acting for all participating governmental entities.

7. INFORMATION REQUIREMENT

The successful Vendor shall be required to advise and provide the Division of Parks and Recreation with the gross costs associated with this Contract.

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VII. PROPOSAL REPLY SECTION for CONTRACT NO. NAT16003_BEACH RESTAURANT

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, the Division of Parks and Recreation by **Thursday, April 14, 2016 at 1:00PM** (Local Time) at which time bids will be opened.

A mandatory pre-bid meeting has been scheduled for **Tuesday, March 15, 2016** at the Indian River Marina Conference Room at 39415 Inlet Road, Rehoboth Beach, DE 19971. **This is a mandatory meeting.** **If a Vendor does not attend and sign in at this meeting; they shall be disqualified and shall not be considered for further evaluation.**

Proposals must be mailed to:

State of Delaware/DNREC
Division of Parks and Recreation/OBS Contract NAT16003_BEACH RESTAURANT
Office of Business Services/Attn: Susan Risbon
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 vendor(s). 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, the Delaware public and all vendor(s) 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 BID OPENING

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

Attachment 1

Contract No.: NAT16003_BEACH RESTAURANT
Contract Title: BEACH RESTAURANT AND AMENITIES AT DELAWARE SEASHORE STATE PARK SOUTH INLET (DAY USE AREA)

NO PROPOSAL REPLY FORM

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 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.**

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE RFP CONTACT .

Contract No.: NAT16003_BEACH RESTAURANT

Contract Title: BEACH RESTAURANT AND AMENITIES AT DELAWARE SEASHORE STATE PARK SOUTH INLET (DAY USE AREA)
DEADLINE TO RESPOND: April 14, 2016 at 1:00 PM (local time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Division of Parks and Recreation.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

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

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

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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

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

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 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 _____

Contract No.: NAT16003_BEACH RESTAURANT**Contract Title:** BEACH RESTAURANT AND AMENITIES AT DELAWARE SEASHORE STATE PARK SOUTH INLET (DAY USE AREA)**COMPANY PROFILE & CAPABILITIES FORM**

Vender(s) are required to provide a reply to each question listed below. Vendor replies will aid the Proposal Evaluation Committee as part of the overall proposal evaluation review. Vendor responses should contain sufficient information about their company so the Committee has a clear understanding of Vendor's company background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	Provide a company profile and a brief history of your organization in a manner that will support your company's ability to successfully meet the requirements of this RFP: <ul style="list-style-type: none"> - # of years in business - # of years doing business in the State of Delaware - # of employees (Full and Part time) - Experience providing similar services - Type of business entity and principles (LLC, Sole proprietor, Corporation, EIN#, D&B#) - List parent Company if applicable
2.	Provide Company Emergency Point(s) of Contact, include: Phone#; Cell # and/or Emergency Contact #.
3.	Describe any awards, recognition in last three years.
4.	Describe your business management process and team structure.
5.	Describe methodology/approach used for operating and managing a Beach Restaurant with Amenities, including work plan, timeline, well defined ACTION PLAN describing bidder's organization and method for providing a Beach Restaurant with Amenities operation, providing services as specified herein (include customer billing, payment processes/options, customer service, cleaning/housekeeping processes, menu planning, kitchen operations, employee training, and alcohol management plan).
6.	Has vendor ever filed bankruptcy? If so, provide details.
7.	Describe any change in ownership or any planned changes in ownership in the next (3) years.
8.	List any past and/or pending litigation or disputes relating to the services described herein with which your company has been involved within the past five (5) years and identify any awarded Contracts or sales agreements your company has terminated as a result of litigation or dispute. For any applicable occurrence list the company's name and the term of the Contract. For occurrences resulting in contract termination, provide an explanation as to why the contract was terminated.
9.	Describe any violations by Public Health or other regulatory agencies.
10.	Provide copy of your marketing / advertising plan for the term of the contract.
11.	What strategies will be used to promote and increase business and managing Beach Restaurant and Amenities services? Please include delivery and/or mobile food truck operations. It is expected that the Awarded Vendor services the campground and beach for delivery and/or food truck options.
12.	Describe the product research, social media or other strategies used to determine Amenities provided and types of food products within the geographical areas selected for this project (e.g.

	healthy choices and locally grown). Will company offer any daily / weekly specials or promotions on products/Amenities or services? How will these specials be offered (signage, social media, customer emails, and/or sign postings).
13.	Provide list of beach amenities to be sold within operations area.
14.	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.
15.	Outline a problem/conflict resolution plan to resolve any customer or Division complaints, including the timeline from initial report of issue to resolution.
16.	Describe venter's employee training in food safety and Quality Control (QA) processes. Provide a copy of vendor's training manual.

Answers shall be listed on a document in the order shown and annotated as Attachment 4.

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Contract No.: NAT16003_BEACH RESTAURANT

Contract Title: BEACH RESTAURANT AND AMENITIES AT DELAWARE SEASHORE STATE PARK SOUTH INLET (DAY USE AREA)

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.

Contract No.: NAT16003_BEACH RESTAURANT

Contract Title: BEACH RESTAURANT AND AMENITIES AT DELAWARE SEASHORE STATE PARK SOUTH INLET (DAY USE AREA)

BUSINESS REFERENCES FORM

List a minimum of three (3) 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 five (5) years, please provide that information separately.

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

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

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

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

Contract No.: NAT16003_BEACH RESTAURANT

Contract Title: BEACH RESTAURANT AND AMENITIES AT DELAWARE SEASHORE STATE PARK SOUTH INLET (DAY USE AREA)

SUBCONTRACTOR INFORMATION FORM

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

Use a separate form for each subcontractor

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

Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY, THERE WILL ADDITIONAL REPORTING COLUMNS REQUIRED

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

Contract Number / Title: [REDACTED]
 Vendor Name: [REDACTED]
 Park Name: [REDACTED]
 Report Period: [REDACTED]

E-mail report to **Parks_OBS@state.de.us** as required by your contract reporting terms (15th of the following month for monthly reports)

Contact Name: [REDACTED]
 Contact Phone: [REDACTED]

Report Start Date: [REDACTED]
 Report End Date: [REDACTED]
 Today's Date: [REDACTED]

Date mm/dd/yy	Day of the Week	Customized columns (add as required for each contract) to capture attendance and/or patronage count for the day or item being sold	Customized columns (add as required) for each product or product group required to be tracked by the individual contract)	customized columns to capture the extended money value of gross receipts for each product reported per contract	Column to show total of all gross receipts for the day	Notes on Weather conditions if business was affected	Other comments relevant to business volume
1/1/2016	Friday						
1/2/2016	Saturday						
1/3/2016	Sunday						
1/4/2016	Monday						
1/5/2016	Tuesday						
1/6/2016	Wednesday						
1/7/2016	Thursday						
1/8/2016	Friday						
Total by Column							

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@state.de.us

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

Attachment 9

SAMPLE REPORT – FOR ILLUSTRATION PURPOSES ONLY

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

Note: A copy of the 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@state.de.us

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Division of Parks and Recreation

Attachment 10

**State of Delaware
Office of Supplier Diversity
Certification Application**

The most recent application can be downloaded from the following site:
<http://gss.omb.delaware.gov/osd/certify.shtml>

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

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

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

Attachment 11

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 _____

Name of Bidder (Principal) (Seal)

Witness

_____ BY _____

_____ (Seal)

Corporate
Seal

Title

_____ BY _____

_____ (Seal)

Name of Surety

_____ (Seal)

Title

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Attachment 12

PROPOSAL REPLY REQUIREMENTS AND CHECKLIST

The response should contain the following minimum information:

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

Item No.	Description	Included?? (check yes or no)
1.	Brief Vendor Cover Letter including Vendor's experience, if any, providing similar services. The letter shall be signed by a representative who has the legal capacity to enter.	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.	Table of Contents clearly identifying the structure of the proposal and showing page numbers for each of the required components.	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.	<p>Four (4) paper copies of the bidder's proposal, One (1) copy shall be marked "Master Copy" and will contain original signatures in ALL locations. This includes all Appendix B Tabs <u>printed</u> and all Forms required in the RFP. Brochures are also required.</p> <p>PLEASE DO NOT PUT SUBMISSION DOCUMENTS INTO SHEET PROTECTORS.</p> <p>The Appendix B – Pricing Spreadsheet is available at the following website: www.bids.delaware.gov</p> <p>Vendors MUST provide copies of all pricing spreadsheet tabs.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.	<p>Two (2) electronic copies of the complete bidder's bid package (submitted on CD/DVD media disk or USB flash drive). This means two (2) separate CD/DVD's or USB's must be submitted. If the paper copy of the proposal includes a printed catalog or brochure, an electronic version of the catalog or brochure must be included on the CD's (If catalogs are not available in electronic version, then two (2) additional copies of the paper catalog must be provided).</p> <p>All copies must have completed Appendix B in active EXCEL format, Vendor's Proposal and Forms required in this proposal.</p> <p>Include vendor menus and brochures in pdf. Format on each CD or DVD. VERIFY ALL CD/DVD MEDIA DISC WORK CORRECTLY FROM SEVERAL SOURCES PRIOR TO SUBMISSION.</p> <p>All documents in vendor's proposal CD, excluding Appendix B and Brochures, should be scanned and saved as one PDF file. Please avoid saving individual pdf. pages of your proposal.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

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5.	(Attachment 2) One (1) complete signed and notarized copy of the Non-Collusion agreement MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.	Yes <input type="checkbox"/> No <input type="checkbox"/>
6.	(Attachment 3) One (1) completed RFP Exception form – please check box if no information. Form must be included.	Yes <input type="checkbox"/> No <input type="checkbox"/>
7.	(Attachment 4) One (1) completed Company Profile and Capabilities form. Form must be included.	Yes <input type="checkbox"/> No <input type="checkbox"/>
8.	(Attachment 5) One (1) completed Confidential and Proprietary form – please check box if no information provided will be considered confidential or proprietary. Form must be included.	Yes <input type="checkbox"/> No <input type="checkbox"/>
9.	(Attachment 6) One (1) completed Business Reference form – please provide references other than State of Delaware contacts. Form must be included.	Yes <input type="checkbox"/> No <input type="checkbox"/>
10.	(Attachment 7) One (1) complete and signed copy of the Subcontractor Information Form for each subcontractor – only provide if applicable. Click on N/A if not using subcontractor.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
11.	(Attachment 10) One (1) complete OSD application (<i>see link on Attachment 10</i>) – only provide if applicable.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
12.	(Attachment 11) One (1) complete and notarized Bond (only applicable if bidder is not including a certified check with bid packet)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
13.	(Attachment 12) One (1) completed copy of this checklist filled out by the Bidder.	Yes <input type="checkbox"/> No <input type="checkbox"/>
14.	Two (2) Copies of brochures/equipment specification/products included in proposal.	Yes <input type="checkbox"/> <input type="checkbox"/>
15.	One (1) copy of Financial information (balance sheets and income statements) for the past three years and/or Dun & Bradstreet report.	Yes <input type="checkbox"/> No <input type="checkbox"/>
16.	One (1) certificate of insurance. Please ensure you have the <u>correct insurance levels as specified in this RFP.</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>

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**APPENDIX A
SCOPE OF WORK**

I. MINIMUM REQUIREMENTS

A. Introduction:

Delaware Seashore State Park is Delaware's third largest State Park containing over 2835 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 Inlet Campground at Delaware Seashore State Park (DSSP) is a vacation destination for thousands of visitors each year. The campground is adjacent to the south side of the Indian River Inlet bridge allowing camper's easy access to the beach and the current Concession Service Operation. There is also an RV campground at the North Inlet where visitors can walk or ride bikes over the Inlet Bridge. The Beach Restaurant, ideally, will be the perfect location off the beach giving Park visitors the fresh ocean breeze, oceanfront view and a relaxing atmosphere to enjoy.

The Department of Natural Resources and Environmental Control, Division of Parks and Recreation, is seeking a qualified and competent Vendor to manage and operate a Beach Restaurant with Amenities and delivery and/or mobile food truck services described herein for Delaware Seashore State Park South Inlet (Day Use Area). Delivery shall include DSSP South Inlet Campground and beach. This contract shall commence in May of 2016.

Vendors are encouraged to submit creative business proposals that include, but not limited to: (i) refurbishing the existing facility in accordance with the specifications listed herein, (ii) replacement of old equipment with state of the art equipment meeting the required food service standards normally associated with a restaurant, business, (iii) offering the public a full indoor and/or outdoor bar service, (iv) plan, design and promote a new menu, offering breakfast, lunch and dinner, a variety of seafood, gourmet sandwiches (hot and cold), entrees, appetizers, alcoholic beverages, non-alcoholic and a variety of other menu choices for the general public's enjoyment, (v) provide methods of increasing Park visitor satisfaction through the use of the Beach Restaurant, propose new concession services or ways to improve the existing beach concession services and offer delivery and/or mobile food truck services. The Division is requesting delivery service to the beach and to the DSSP South Inlet Campground. In addition, vendor(s) shall provide beach retail services, including sale of beach umbrellas, beach chairs, floatation devices (as allowable per park rules), as well as sale of beach related goods approved by the Park. The Division shall rent beach umbrellas and chairs, therefore the Vendor may not rent these items. All alcoholic beverages sold and served shall be restricted to the Beach Restaurant area.

Vendor bids should recognize the importance of a sound business model that will promote a balanced diet; will reflect regional cultural traditions, will support the local farming community; and will reduce waste and energy.

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.

Delaware State Parks prohibits the use of tobacco products in concession and outdoor gathering areas.

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In order to make beaches accessible to all visitors, Delaware Seashore State Park offers beach wheelchairs (Mobi-Mats) available from 8:00 a.m. until sunset, during the season. Beach Wheelchairs are available at no charge, on a first-come, first-served basis year round; however, 24-hour notice will ensure that the chair is reserved for use.

B. Beach Restaurant and Amenities Address:

27101 Coastal Hwy
Bethany Beach, DE 19930

(note: this is the "911 Address" for the complex, there is no mail service to this location)

C. Products and Services:

The Division shall consider detailed and creative proposals for Delaware Seashore State Park South Inlet (Day Use Area). The Division invites Vendor(s) to bid for a contract period not to extend the available terms and extension periods under this RFP. Vendors may submit proposals that contain capital investment/improvements for the operation or other proposed improvement offerings. The proposal should detail the concept, drawings, work and potential construction plans, financial investments, and projected return on investment for both the Vendor and the Division. **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.**

Vendor must be able to have the Beach Restaurant operational by May 2017 and existing concession area operational by May 2016 (if capital investment/improvements are ongoing through the 2016 season, Vendor may operate a Mobile Food Truck service for Concessions in 2016). The Vendor shall be solely responsible for capital investment/improvements funding. The Division must approve all plans and capital improvements related to a contract in writing. No capital improvements shall occur without Division approval. **For any capital Improvement projects, Vendor shall be responsible for all guidelines and requirements as stated in Appendix C of this Request for Proposal.**

The Vendor shall furnish all labor, personnel, equipment and supplies necessary to operate a Beach Restaurant with Amenities per the terms and conditions as described herein.

1. Phases:

Vendors shall submit proposals that cover a three (3) phase approach:

- a. **Phase I** – Immediate operation of food concession and amenities for the 2016 season.
- b. **Phase II** – Complete capital improvements/investments, designs, plans and/or changes necessary to operate the full scope Beach Restaurant with Amenities including delivery and/or mobile food truck services no later than the start of the 2017 season.
- c. **Phase III** – Management and operation of the services included herein for the remainder of the contract term(s).

D. Contract Fees:

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 fee and a negotiated percentage of gross**

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receipts.

- a. The annual contract fee minimum is listed herein and on the Appendix B pricing spreadsheet. Vendors are invited to bid higher than the minimum and shall bid on a percentage of gross receipts for consideration of award. **The Division will not consider bids lower than the minimum contract fee.**
- b. **The Division shall not consider any bid packages with an annual Contract fee lower than \$30,000.**
- c. **Percentage of gross receipts may be tiered to allow return on investment to the Vendor. Vendor shall provide a clear return on investment plan showing a path to offering an increased percentage of gross annually over the contract term.**
- d. The annual Contract fee shall be due in two (2) installments on July 15 and September 15 during the term of a Contract. The Vendor agrees to pay the percentage of total gross receipts to the Division on or before December 31 of each year.
- e. Any “impact” fees levied by Sussex County Delaware related to structural, design, increased/decreased population resulting from this Contract, parking, roadway traffic, utilities, etc. shall be the responsibility of the Awarded Vendor and the Division shall “pass” these costs through an invoice with appropriate support documentation.
- f. All Contract Fees shall be sent to:

State of Delaware/DNREC
Division of Parks and Recreation/OBS Contract NAT16003_BEACH RESTAURANT
Office of Business Services
89 Kings Highway
Dover, DE 19901

- g. The Vendor agrees to submit to: OBS_Parks@state.de.us, a Beach Restaurant and Amenities Contract report once a month, covering each day’s operation under the Contract, plus a tabulated annual gross receipts report and annual financial reports for the period of operation on or before December 31 of each year. All annual gross receipt reports and financial reports must be “Reviewed” by a certified public accountant prior to submission and proof of “Review” must be included in VENDOR submission.
2. **Entrance fees or other fees for accessing Delaware Seashore State Park South Inlet (Day Use Area) may be proposed as part of the Fee package submitted by the VENDOR, however, it is the expectation of the Division that all visitors to Delaware Seashore State Park South Inlet (Day Use Area) pay daily entrance fees or procure an annual park pass.**
 - a. After parking lot fills for the day, the Park can only allow “one-in” – “one-out” entry into the parking lot. Vendor shall ensure that all deliveries and needs for parking occur outside of peak daily hours. The Division shall not be responsible for any delayed deliveries, employee or agent access to the Day Area.
 - b. Vendor will be notified of location for deliveries by the Park Superintendent.

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

F. Utilities:

1. Internet service, telephone, electric, water, propane, heat, and/or other utilities used in the South Inlet (Day Area) shall be solely at the Vendor's expense. The Vendor will be required to make independent arrangements for service with the local utility companies for services not provided by the park.
 - a. The Vendor shall pay for water, waste water disposal and propane usage at the South Inlet (Day Area) and the Division will provide monthly billing.
2. Payments will be made directly to Delaware Seashore State Park for propane and water consumption. Late payments may be considered a performance deficiency under a Contract.

G. Taxes and Permits:

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

H. Security:

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

I. Inspection:

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

J. Accounting and Reports:

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

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(5) years beyond the termination of this Contract, unless earlier disposal is approved by the Division in writing.

K. Operating Schedule:

1. The Vendor shall maintain the program open and available to patronage by the public in accordance with the following minimum schedule. The Vendor shall post the hours of operation in a conspicuous place in the Beach Restaurant. Any deviation from the schedule must be approved by the Division or its authorized agent.

2. Hours of Operation:

The Beach Restaurant shall be open for operation, at a minimum, weekends starting in April 1st through May 15th (**with exception of the first contract year, which shall start no later than May 1st**). After May 15th, the Beach Restaurant shall be open seven (7) days per week through the end of October, including holidays. The minimum hours of operation are as follows:

Non-Peak Schedule:	April 1 st to May 14 th
Summer Schedule:	May 15 th to October 31 st
Monday – Sunday Opening:	8:00 a.m. (<i>at the latest, earlier is preferable</i>)
Monday – Sunday Closing:	10:00 p.m.

3. The Beach Restaurant hours of operation may be changed with prior written approval by the Park Management. In addition, Vendor is required to promptly contact the Park Management prior to canceling any service for the day and receive permission to cancel service.
4. The Division may, in its sole discretion, close the operation temporarily for repairs or special events as needed, or permanently with prior notice to the Vendor.
5. The Division reserves the right to revoke the Contract of the Vendor if they do not adhere to the agreed-upon schedule of operations.

L. Trash Removal and Use of Recyclable Products:

1. The Vendor shall provide trash cans inside the operation area for the public's use and will be responsible for depositing the trash in a **vendor-provided dumpster** at the end of each day, conforming with all rules and regulations pertaining to sanitation and safety as written the Delaware Food Code and administered by the Delaware Division of Public Health. All rubbish, refuse garbage and debris collected by Vendor shall be deposited in containers provided by a local waste management service approved by the Division of Parks and Recreation. Vendor is responsible for arranging placement and removal of waste dumpster and any expenses incurred for waste management services.
2. The Division shall provide a location for a vendor-provided dumpster. Vendor must ensure that dumpster area is kept clean and that dumpster is serviced/trash removed a minimum of twice weekly during non-peak season and a minimum of three times weekly during peak season (June 1st to August 31st) to ensure that odors and debris are managed and are acceptable for park standards.
3. The Vendor shall patrol for litter and trash in and around Beach Restaurant and Amenities area multiple times daily and as-needed to ensure that the State Park remains in pristine condition.

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Failure to keep the Beach Restaurant and Amenities area in a high state of cleanliness shall be considered a significant performance deficiency under this Contract.

M. Emergencies:

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

N. Parking.

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

O. Beach Restaurant Franchise Limitations:

The Vendor shall have an exclusive franchise as the sole *daily* business vendor for providing Beach Restaurant and Amenities (not including rental of umbrellas or chairs which remains the responsibility of the Division and not including Division scheduled events and activities that may have other food, beverage, entertainment, and activity vendors (including Friends Groups)) at Delaware Seashore State Park South Inlet (Day Use Area) described herein. The Division shall not take any action to interfere with the rights granted hereunder so long as the Vendor shall faithfully conform to all the provisions herein. As an exception, the Division reserves the right to schedule events and activities at Delaware Seashore State Park South Inlet (Day Use Area) with vendors of their choosing (event based, example: Boo-B-Que).

P. Marketing and Promotion Plans; Signs and Advertising:

1. The Vendor is encouraged to work with the Division of Parks and Recreation on a marketing and promotion plan for each calendar year. The agreed upon marketing plan may contain promotional activities at or in connection with Delaware State Parks annual promotional activities or with individual state parks or facilities. Copies of the publications promoting the Beach Restaurant and Amenities shall be made available to the Park Management for distribution.
2. The Vendor agrees not to use signs or any other means of soliciting business without the 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. Delaware Seashore State Park South Inlet (Day Use Area)).
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 Beach Restaurant 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.

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5. It is mutually agreed by the Vendor and the Division that no permanent or temporary advertising, signage, or trademark visibility for the Vendor's Beach Restaurant and Amenities operation and any packaged products will be displayed or permitted anywhere in Delaware Seashore State Park without prior written approval from the Division, except that it is agreed that the Vendor shall be permitted to include its trademark and brand names on its equipment (e.g. amenities/items being sold, etc.).
6. Vendor may offer Beach Restaurant services (e.g. discounts, free meals, etc.) without charge to state park visitors for promotional purposes, with the Division's prior approval and the cost of these free services to park visitors shall be included in Vendor's annual financial statement.

Q. 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

R. Quality and Pricing:

1. Vendor warrants that all products and services offered by it to the public shall be of the highest quality and consistent with quality specifications provided herein.
2. 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 detailed price list to the Division prior to each season, 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 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.
4. If, in the sole discretion of the Division, any products or services offered by the Vendor are inconsistent with the image or reputation of the Division or the State of Delaware, or are otherwise deemed unsuitable for sale on the contracted premises, the Division shall request the Vendor cease selling such products or services and the Vendor shall cease doing so immediately upon receipt of such written request from the Division.

S. Vendor Responsibilities:

Vendor will be granted the right to provide a Beach Restaurant and Amenities with delivery and/or mobile food truck services at Delaware Seashore State Park South Inlet (Day Use Area). This delivery service includes the DSSP South Inlet Campground and the beach. Vendor's responsibilities under a Contract with the Division shall include the following:

1. Vendor will be required to furnish and install the necessary equipment, if not provided by the Division at the Day Use Area Beach Restaurant location, for the specified Beach Restaurant and Amenities services. The existing concession facility includes the equipment listed in Exhibit A, Scope of Work, below for Vendor to use (or replacement at vendor's expense).

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2. Vendor must furnish a cash register or Point of Sale System (preferable) with accumulating daily totals to record all customer sales and receipts collected to complete the Usage Reports (Attachment 8 and Attachment 9).
3. All of the Vendor-owned equipment or any permanently installed fixtures used in the concession operation shall be subject to approval by the Division, the Division of Public Health and the State Fire Marshal, if applicable, as to their workability, appearance, appropriateness, and compliance with codes
4. All outdoor furniture must be aesthetically designed to fit into the beach restaurant environment (e.g. tables).
5. Vendor shall be responsible for providing the following services:
 - a. Vendor (or Vendor's subcontractor service) shall provide daily cleaning and janitorial service of the sales area, and other building space assigned to Vendor. Vendor shall remain vigilant in removing trash and debris from Beach Restaurant and Amenities area.
 - b. Vendor shall repair and maintain all food service equipment owned by Vendor and notify Division when any Division-owned equipment requires maintenance or repairs.
 - c. Vendor (or Vendor's subcontractor) shall, on a daily basis, collect and deposit litter, garbage and other refuse from the grounds and buildings assigned or used by Vendor into Vendor's dumpsters rented or leased by Vendor as part of the Beach Restaurant and Amenities services and in the everyday course of business. The Park will not provide any trash removal services and it is the sole responsibility of the Vendor to ensure trash services are provided for daily and Holiday pickup requirements. Failure to adhere to this responsibility will result in additional expense to Vendor, in the event the Division is contacted to provide these emergency services on behalf of Vendor.
 - d. Vendor is responsible, at their expense, for the repairs and maintenance of interior building fixtures and utilities (e.g. door locks, light bulbs, water faucets, or clogged sinks, etc.).
 - e. Vendor is responsible, at their expense, for cleaning any Hood Exhaust and Fire Suppression System in the Beach Restaurant facility annually at the end of each season or earlier if requested by the Division.
 - f. Vendor shall provide maintenance of the Beach Restaurant and Amenities area, including cleaning of tables and chairs, removal of all debris to ensure chairs are accessible for handicap visitors, in compliance with Americans with Disabilities Act (ADA) laws and legislation.
 - g. Vendor and its employees shall at all times generate and maintain an inviting atmosphere inside and outside the Beach Restaurant and Amenities area for customers of the Park. Any significant visitor complaints may be considered performance deficiencies under this contract.
 - h. Vendor must publically display in a conspicuous place at the Beach Restaurant area a neat and legible sign listing hours of operation, rates, prices and charges for all products and services. Vendor shall affix a menu board and/or a standing dry erase outside the Beach Restaurant area depicting specials for the day.

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- i. Vendor shall be responsible for providing quality food products and services at a reasonable price, in addition to providing excellent customer service to Park visitors.
- j. Vendor may provide Food Truck services to the Parks from Memorial Day to Labor Day.
- k. At the end of the contract term or at the request of the Division, Vendor shall ensure that all facilities and equipment provided by the Division are power washed and returned to the Division in good order, reasonable wear and tear expected. Failure to return such facilities to its natural state or return equipment to the Division at the end of the contract term may result in the Division billing Vendor, as applicable.
- l. Vendor shall be responsible in employing only competent, mature and orderly employees and ensure their employees shall keep themselves neat and clean and be courteous to all visitors and patrons of the Park. Further, Vendor and its employees will not use improper language, behave in a boisterous manner nor engage in any unlawful or unbecoming conduct during the course of their employment by the Vendor. Any significant visitor complaints may be considered performance deficiencies under this Contract. Delaware State Parks are directly represented by the Vendor in their service offerings and the highest level of service to patrons is expected under this Contract.
- m. Vendor shall be fully responsible for its subcontractors and its agents during the term of this Contract.
- n. For any instance of inappropriate customer behavior the Vendor cannot manage effectively, the Vendor shall immediately report behavior to Park Enforcement.
- o. Vendor shall ensure that no alcoholic beverages leave the Beach Restaurant Area at any time, for any reason.

6. Modifications to Park Facilities:

Vendor may make alterations, modifications, additions or improvements to the contracted premises and Beach Restaurant 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 modifications which are contemplated to set up the operation. Vendor is responsible for obtaining any work permits, adhering to state and local ordinances, code and regulations at Vendor's expense. Additional requirements based on state and local ordinances, code and regulations may be required and shall be the responsibility of the Vendor. Vendor shall coordinate any subcontractor access to the Park with the Park Management. **Any award associated with capital investment/improvements shall result in the Division's ownership of all capital improvements executed during the life of the contract at the point of expiration and/or termination.**

7. 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 employees, 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

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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.

8. 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.

T. Division Responsibilities:

1. The Division reserves the right to enlarge, close and/or reduce the size of any area for the purposes of improvement, repair, construction or any other legitimate purpose. It is understood that any of the above actions shall not entitle Vendor to any reduction or suspension of the Contract or fees unless otherwise approved by the Division.
2. The Division shall be responsible for the major utility and structural repairs and exterior maintenance of the Park facilities. Division shall bill Vendor for the monthly propane and water use charges used in the performance of the operation services.
3. 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.
4. The Division shall be responsible for the initial cleaning and inspection of the Beach Restaurant facility Ansul System (Hood Exhaust and Fire Suppression System). Thereafter, the Vendor shall be responsible for cleaning the Ansul System at the end of the season or earlier if requested by the Division. The Division shall have the Ansul System hood inspected approximately every six (6) months.
5. The Division shall provide the following equipment for the Vendor's use:
 - a. Fryer/Grill Hood
 - b. Three-Compartment Sink
 - c. Hand Sink in cooking area
 - d. Hand Soap Dispenser
 - e. Paper Towel Dispenser
 - f. Wash Sink in storage room
 - g. Wire Shelving in cooking area

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APPENDIX B

Pricing Spreadsheet

Refer to the Pricing Spreadsheet included in this RFP posting available at <http://bids.delaware.gov/>.

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APPENDIX C

Specifications and Additional Information

I. State of Delaware Project Review and Approval Procedures

In meeting our goal to provide safe, code compliant and efficient facilities to State agencies and the public, certain public works projects are reviewed by the Office of Management and Budget, Division of Facilities Management (DFM). All State departments and agencies (including school districts) are required to submit to DFM proposed contracts for architectural, engineering or construction management services as well as all architectural, structural, electrical/mechanical plans, specifications and cost estimates (source Delaware Code, Title 29, Chapter 74, Section 7419 and Chapter 63A, Section 6307A).

In addition to DFM, projects must be reviewed and approved by DNREC and other entities depending on the scope and status of the project. These entities may include DNREC Sediment and Stormwater Management Plan, State Historic Preservation Office (SHPO), DelDOT, State Fire Marshal, County and City. This process may require 6 to 8 weeks minimally for single reviews and longer for multiple reviews.

It is recommended that initial reviews be held with the appropriate agencies at the onset of a project to review the proposed scope. The initial meeting may result in decreasing the number of reviews and reducing the amount of time needed for approvals.

A. Projects Requiring Submission

Plans, specifications and professional services agreements are required by DFM for those projects that are:

1. Constructed by or on behalf of the State of Delaware.
2. Financed in whole or in part by the State or by bonds in whole or in part by the State.
3. Financed by the federal government through a state agency. Highway construction projects do not need to be submitted for review and approval except those identified by the AAB as requiring submission.
4. Facilities leased by the State (regardless of whether alterations will be made).

B. Agencies Affected

All State departments and agencies (including all school districts).

C. Accessibility Requirements

The Architectural Accessibility Board (AAB) is housed within the Office of Management and Budget for administrative reasons, but as a separate agency of the State, maintains an independent review and approval process. The Architectural Accessibility Act (Delaware Code, Title 29, Chapter 73) requires submission of certain plans and specifications to the Architectural Accessibility Board. Submission to the AAB and their approval must be made prior to the final DFM application.

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D. DNREC Sediment and Stormwater Management Plan

Projects involving 5,000 SF or more of site disturbance must be reviewed and approved by DNREC Sediment and Stormwater Management Plan. This process can require 6 to 8 weeks minimally.

E. State Historic Preservation Office

Projects that are on the National Register, have covenants or easements, are within historic districts and/or having landmark status must be reviewed and approved by this office. It is recommended that an initial meeting be held with this office to determine their stance on the scope of work. Final documents are to be submitted and approval can require four weeks. This should be done prior to the final DFM review.

F. State Fire Marshal

All construction projects must be reviewed and approved by the State Fire Marshal. It is recommended that an initial meeting be held with this office for mid-level to complex projects. Final signed and sealed documents are to be submitted and approval can require two to four weeks. This should be done prior to the final DFM review.

G. Delaware Division of Health and Social Services (DHSS)

All construction projects must be reviewed and approved by the DHSS Office of Engineering. It is recommended that an initial meeting be held with this office for mid-level to complex projects. Final signed and sealed documents are to be submitted and approval can require two to four weeks. This should be done prior to the final DFM review.

H. County and City

The State-funded projects are required to submit construction documents for building permits with fees waived except for water and sewer fees. Privately funded projects built on State property will be required to pay all fees associated with the building permit. Issuance of the building permit can take four to twelve weeks. This is typically done by the contractor after award of the project. The Owner, architect or engineer cannot submit for the building permit.

1. The construction documents must be signed and sealed by a registered architect, structural engineer, site engineer and mechanical engineer.
2. The general contractor, plumbing contractor, mechanical contractor and electrical contractor must be licensed by the State and local jurisdiction.
3. The local jurisdiction will complete inspections during construction. These inspections will minimally include foundation, framing, ADA, mechanical, plumbing and electrical.

I. Asbestos Requirements (if present)

Delaware Code, Title 16, Chapter 78, Section 7805 (1) requires that all agencies utilizing State funds from any source to perform asbestos abatement and must have plans and specifications approved by DFM if asbestos is found.

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J. Necessary Documentation for DFM Review

1. **Public Works Project Review Form**: All contracts, plans and specifications submitted to the Division of Facilities Management for review must be accompanied by a completed Public Works Project Review Form.
2. **Professional Design Service or Construction Management Contract/Agreement**: If the purpose of the submission is for the review and approval of architectural, engineering or construction management services, the proposed contract or agreement and the Professional Services Contract Review Form must be completed and submitted with the requested information.
3. **Construction Plans and Specifications**: Three (3) complete sets of final plans and specifications must be submitted (cover page of project manual and every drawing shall be signed and sealed). Two (2) copies are sent to the Chief of Engineering and Operations and one (1) copy is sent to the Architectural Accessibility Board. Note: for DFM-managed projects, address documents to the DFM project manager assigned.
4. **Life Cycle Cost Analysis**: As outlined in Delaware Code, Title 29, Chapter 69, section 6909A, the use of life cycle cost analysis is required in the purchasing of equipment and in public works projects. See here for LCCA Requirements.
5. **Design Review Checklist**: Submissions of plans and specifications must be accompanied by a completed and signed Design Review Checklist. (see below for further details)
6. **Asbestos Plans and Specifications**: One copy of final plans and specifications must be submitted to the Chief of Engineering and Operations.

K. DFM-Managed Design Review Process

DFM will review projects at the preliminary schematic, schematic, design development and final design stages. The number of reviews can be decreased upon discussion with DFM at the preliminary schematic design stage.

L. State Agency Project Design Review Process

Includes all State-funded Public Works projects including DNREC Parks & Recreation, DeIDOT non-highway projects, and other projects in State-owned or leased facilities.

M. Project Design Review Process Response

1. The Chief of Engineering and Operations will issue a letter, indicating the overall findings of the review.
2. For reviews that have been “Not Approved”, the agency must provide a new review package (plans and specifications) or submit a letter that addresses the issues/comments that were a basis for disapproval.
3. All environmental compliance issues (asbestos abatement, underground storage tank, etc.) will require approval from the Chief of Engineering and Operations.

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4. The Architectural Accessibility Board will issue an approval/disapproval letter indicating that the plans and specifications comply with State accessibility standards.

N. Plans and Drawings are shown as Exhibit A and B

Refer to the Appendix C Exhibits included in this RFP posting available at <http://bids.delaware.gov/>.