

Dear Caterer:

Whether you are a new caterer or a current certified caterer for Delaware State Parks, I hope you will join the Division of Parks and Recreation as part of an exciting team of businesses who provide services at the Parks Special Event and Meeting Facilities. Delaware State Parks truly offer some of the most unique and elegant facilities for those special life events. For caterers who are currently part of our organization, we thank you for your continued support and cooperation. You are an important part of the special occasions celebrated in our facilities.

We've made a few changes to the catering contract we think will benefit you, the State Parks and the clients we serve. The changes include:

- The addition of one (1) new facility for special events and meetings. For events at Trap Pond State Park, the Bald Cypress Nature Center is now available.
- The fees for two (2) contract options, Statewide Catering and Southern Catering special events and meetings have been clarified in this contract. The fee is \$1,000.00 for Statewide Catering and \$500.00 for Southern Catering.

Enclosed with this packet are two (2) contracts, Article 1 which lists the park locations of the special event and meeting facilities, a list of contacts for each of the facilities and facility service fees.

We hope you decide to be part of the team of caterers who qualify to serve the guests using Delaware State Parks special event and meeting facilities. Please complete and execute both contracts and return them to our office **no later than December 1, 2010** at the following address: **Division of Parks & Recreation, 89 Kings Highway, Dover, DE 19901 Attn: Business Office**. A copy of your business license, liquor license, public health license, liability insurance and contract payment must accompany the contract to be fully executed. Facility Managers are prepared to provide a tour of their facility and discuss procedures.

Thank you for your interest in Delaware State Parks Special Event and Meeting Facilities. Please contact me at (302) 739-9220 if you have any questions regarding the Certified Catering Program.

Sincerely,
Mary Makdad Voshell
Chief
Office of Business Services

CONTRACT
BETWEEN
THE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
DIVISION OF PARKS AND RECREATION
AND
CERTIFIED CATERERS
FOR
CATERING IN STATE PARK FACILITIES

This Contract is between the Department of Natural Resources and Environmental Control, Division of Parks and Recreation ("Division") and _____, ("Caterer") to facilitate the cooperation of the two parties for providing catering services in designated Delaware State Parks Special Event and Meeting Facilities. Caterer shall provide one of the following levels of service (check one). See Article 1 for locations.

- _____ Statewide Catering Contract (applies to all designated special event and meeting facilities in Delaware State Parks). \$1,000.00
_____ Southern Catering Contract (applies to state parks in Kent & Sussex Counties only). \$500.00
_____ Small Facilities Catering Contract (applies to the Biden Center, Grass Dale Center, Killens Pond Nature Center, Baldcypress Nature Center and Brandywine Creek State Park Nature Center only). No fee

WHEREAS, the Division plans, develops and maintains all state park areas entrusted to its administration to preserve the natural, scenic and historic values for and on behalf of the citizens of Delaware, and

WHEREAS, the Division maintains facilities that are available for rent by the general public to conduct events including meetings, conferences, weddings, etc., and

WHEREAS, the Division has established a certification for caterers who provide food and beverage for such events to ensure that facility users receive quality service from a reputable business and to enhance the said event.

NOW THEREFORE, the Division and Caterer agree to the following conditions regarding catering in State Park Facilities:

1. The term of this contract shall be for twenty four (24) months beginning January 1, 2011 and ending December 31, 2012 with an option to renew the contract for an additional two (2) years so long as the caterer meets all terms of the contract and pays applicable fees for the subsequent contract period.
2. Caterer agrees to pay the Division a non-refundable fee for the privilege of providing catering services in designated State Park facilities as determined by the Fee Schedule as defined in Article 1. Said non-refundable fee shall be paid to the Division upon execution of this contract.

3. Caterer shall pay a per event fee as identified in Article 1 to cover additional costs with services associated with a formal event. Extra charges will not be assessed for catering luncheons.
4. Caterer agrees to abide by conditions set forth in Catering Requirements (attached as Exhibit A) as established by each individual facility.
5. Caterer agrees to abide by the following conditions stated below on service and transportation of alcoholic beverages in special event facilities as established by the Division of Parks and Recreation:

CONDITIONS FOR TRANSPORTING ALCOHOLIC BEVERAGES:

- A. Alcoholic beverages may be transported to the facility by:
 - 1) The renter (4 Del. C. §716 (4)).
 - 2) The holder of the group gathering license for the special event facility (4 Del. C. §514). For these purposes, the holder is defined as the manager or person in charge of such gathering, or the owner, tenant or person in charge of the premises in which the gathering is being held.
 - 3) Retailers and importers of alcoholic beverages, provided the alcoholic beverage is delivered to persons holding a group gathering license for the special event facility (4 Del. C. §514).
- B. Caterers holding a liquor license may purchase alcoholic beverages from an importer and transport those beverages to the special event facility on the renter's behalf. (4 Del. C. §512(g) (1) (2)).
- C. Due to limited access to some designated state park venues, the Park Superintendent/Administrator must approve the delivery of alcoholic beverages by retailers and distributors.

CONDITIONS FOR SERVING ALCOHOLIC BEVERAGES:

- A. Alcoholic beverages may be served if the occasion is a private event and the guests do not, in any way, contribute to the purchase of the alcohol, or
- B. Alcoholic beverages may be served if the event is sponsored as a fundraising activity by a profit or a non-profit organization (friend's organizations, colleges and universities, volunteer fire companies, political parties, etc.). A "group gathering license" (4 Del. C. §514) must be obtained from the Delaware Alcoholic Beverage Control Commission if the event is sponsored by a non-profit organization and alcohol is to be sold or the attendees pay for the alcohol.
- C. Anytime alcoholic beverages are served, food and non-alcoholic beverages must also be served.
- D. Alcoholic beverages may not be brought into any special event facility by any guests.
- E. Caterers may provide the bar service at the special event facility. Caterer may also purchase or transport the alcoholic beverages to the special event facility on the renter's behalf so long as they obtain the license to do so.
- F. The serving of beverages (both alcoholic and non-alcoholic) must end 15 minutes prior to the scheduled end of the event. The Bar Stations must be closed down and removed from the area immediately after the event.
- G. Individuals must demonstrate, upon request, that they have completed a responsible

alcoholic beverage server training program recognized and approved by the Alcoholic Beverage Control Commission in accordance with 4 Del. C. §1204 to be permitted to serve alcoholic beverages in any special event facility.

- H. The sale or dispensing of alcoholic beverages to an individual who is intoxicated or has not reached the age of 21 years is prohibited (4 Del. C. §§706 and 708).
 - I. Micro brewed beer and kegs shall be permitted under special conditions including but not limited to ratio of beverage to number of attendees, dispensing method of the product, and location, capacity and type of park venue where event is held.
 - J. The Park retains the right to order the removal of or denial of alcoholic beverages to any person who presents an immediate or potential threat to other persons or to Park property. Such decisions will be made at the discretion of Park staff present at the event.
- 6. Caterer and staff shall attend event planning meetings with clients and Facility Manager/Nature Center Manager.
 - 7. Reservations for use of any facility shall be made through the Facility Manager or designated park staff.
 - 8. Arrangements for service and/or entry into any facility must be coordinated with the Facility Manager or designated park staff.
 - 9. Designated special facilities have limited or no kitchen accommodations. Facilities with limited kitchen services shall be used for last minute food preparation and clean up only where applicable. Use of portable cooking equipment will be permitted in designated areas.
 - 10. Caterer agrees to return the kitchen and serving areas of these facilities to the same condition as they found them. All clean-up must take place immediately after the catered event.
 - 11. All other arrangements for use of said facilities must be approved and coordinated with the Facility Manager.
 - 12. Caterers and their employees' uniforms may display the business name and are to be worn in a clean and presentable manner.
 - 13. Caterers may use advertising business cards/placards, not to exceed 3 ½" x 5" in size, on tables during the catered event if agreeable to the client.
 - 14. Caterers who develop advertisements promoting themselves as qualified caterers for Delaware State Parks shall forward any written or electronic documents to the Division for approval prior to distributing.
 - 15. The Division, at its sole discretion, may add other park facilities or grounds to the list of locations where certified caterers are needed to meet the customers' request.
 - 16. Caterers are encouraged to follow Parks Green Meeting Standards as attached as Exhibit B to said contract. The use of paper and plastic ware is not permissible for formal events except at designated areas where available unless made from post consumer recyclable products.

17. Caterer agrees for the safety of the client and guests, Delaware State Parks reserves the right to cancel or postpone any event due to wind, fire, lightning, flooding, or any other weather related event(s), electric or other utility problems, or behavior not allowed by Parks at any time before or during the event with no prior notice. If Parks cancels an event due to any of the above reasons, no refund or reschedule of the event is guaranteed. If there is an interruption to an event due to emergency, weather, etc., event shall be permitted to proceed past scheduled end time by the amount of time of the interruption.
18. Caterer will keep fully informed and comply with all laws, ordinances, rules and regulations in any manner affecting their operation under this agreement, and of all orders and decrees of bodies and tribunals having jurisdiction of authority over the same. Caterer will have an obligation to promote and support park rules and regulations.
19. Caterer expressly agrees to indemnify and hold the State of Delaware and any of its employees, agents and invitees harmless from any and all claims arising out of any violation by Caterer of any law, rule, regulation or order and from any and all claims for loss, damage or injury to persons or property of whatever kind or nature arising from the acts or omissions of employees, agents and invitees while at the Facility.
20. Caterer shall provide minimum liability coverage of \$500,000.00. A copy must be submitted with the signed contract.
21. Requests to change any of the terms of this contract must be mutually agreed upon by the Caterer and the Division and will be made an Amendment to this Contract.
22. This Contract may be terminated by the Division, without written notice, if the Caterer fails to uphold their financial obligation to the Division, or fails to comply with the Division's Catering Procedures.
23. The Division may terminate this agreement with 90 days written notice. Contract fee may be prorated if termination is unrelated to terms and conditions of this contract.

IN WITNESS THEREOF, _____, (Caterer) and the
Division execute this contract on the _____ day of _____, 2010.

DIVISION OF PARKS AND RECREATION

Witness

Charles A. Salkin, Director

CATERING COMPANY

President/Owner

Address

City State Zip

Telephone

E-mail Address

Witness

President/Owner

CERTIFIED CATERERS CONTRACT
Article 1

Definitions

Statewide Catering Contract - \$1,000.00

Applicable Special Event and Meeting Facilities

- Bellevue State Park
 - Bellevue Hall
 - Cauffiel House
 - Figure 8 Barn
- Brandywine Creek State Park
 - Nature Center
- White Clay Creek State Park
 - Judge Morris Estate
- Alapocas Run State Park
 - The Blue Ball Barn
- Fort Delaware State Park
- Cape Henlopen State Park
 - The Biden Environmental Training Center
 - The Officer's Club
- Delaware Seashore State Park
 - The Indian River Life Saving Station
- Killens Pond State Park
 - Nature Center
- Trap Pond State Park
 - Baldcypress Nature Center

Southern Catering Contract - \$500.00

Applicable Special Event and Meeting Facilities

- Cape Henlopen State Park
 - The Biden Environmental Training Center
 - The Officer's Club
- Delaware Seashore State Park
 - The Indian River Life Saving Station
- Killens Pond State Park
 - Nature Center
- Trap Pond State Park
 - Baldcypress Nature Center

Small Facilities Catering Contract –No Fee

Applicable Special Event and Meeting Facilities

- Cape Henlopen State Park
 - The Biden Environmental Training Center
- Brandywine Creek State Park

- Nature Center
- Trap Pond State Park
 - Baldcypress Nature Center
- Killens Pond State Park
 - Nature Center

Facility Service Fees

Bellevue Hall	\$250.00
Cauffiel House	\$250.00
Judge Morris Estate	\$150.00
Blue Ball Barn	\$250.00
Blue Ball Barn – Hay and Straw Room	\$150.00
Life Saving Station	\$150.00
Biden Environmental Training Center	\$100.00

A formal event shall be defined as any evening event requiring additional services such as but not limited to; linens, flowers, music, special decorations, room arrangement, etc.

EXHIBIT A

DELAWARE DIVISION OF PARKS AND RECREATION

SPECIAL EVENT FACILITY CATERING REQUIREMENTS

NORTHERN REGION SPECIAL EVENT FACILITIES

1. Remove all equipment from area immediately after event.
2. All trash must be placed in container location outside (tie bags). Dumpster lids must be kept closed.
3. Areas must be swept or vacuumed and spills wiped up.
4. Restrooms must be cleaned of debris.
5. Kitchen stainless must be wiped down and floor mopped.
6. Dishes must be scraped prior to placing in dishwasher, dishwasher drain must be rinsed.
7. Glass, cans & plastic must be placed in recycling area.
8. Cardboard must be broken down and placed in recycling area.
9. Caterer is responsible for checking the grounds outside the facility and will dispose of bottles and cans in proper receptacles.
10. Caterer is responsible for the breakdown of rental tables and chairs.
11. Caterer may not leave the facility until the last guest has left.

BLUE BALL BARN – Alapocas Run State Park

1. Remove all equipment from area immediately after event.
2. Banquet areas must be swept or vacuumed. Spills must be wiped up.
3. Restrooms must be checked for glasses and bottles.
4. Kitchen counter and walls must be wiped down and floor must be swept and mopped.
5. Dishes must be scraped prior to placing in dishwasher, dishwasher drain must be rinsed.
6. Glass bottles, aluminum cans & plastic bottles must be placed in recycling containers.
7. All trash must be put in container and placed in dumpster at the far end of the parking lot.
8. Caterer is responsible for checking the grounds outside the facility and will dispose of bottles and cans in proper receptacles.
9. Caterer is responsible for the breakdown of rental tables and chairs.
10. Caterer may not leave the facility until the last guest has left.

JUDGE MORRIS ESTATE – White Clay Creek State Park

1. Remove all equipment from area immediately after event.
2. All trash must be placed in container outside kitchen.
3. Areas must be swept or vacuumed and spills wiped up.
4. Restrooms must be cleaned of debris.
5. Kitchen and butler's pantry countertops must be wiped down and floors mopped.
6. Dishes must be scraped prior to placing in dishwasher, dishwasher drain must be rinsed.
7. Glass, cans & plastic must be placed in recycling area.
8. Cardboard must be broken down and placed in recycling area.
9. Caterer is responsible for checking the grounds outside the facility and will dispose of bottles and cans in proper receptacles.

10. Caterer is responsible for the breakdown of rental tables and chairs.
11. Caterer may not leave the facility until the last guest has left.

BIDEN ENVIRONMENTAL TRAINING CENTER – Cape Henlopen State Park

1. Caterers are not allowed into the facility until the beginning of the rental time for the event.
2. Caterers shall call or visit the site prior to their first event at the facility. For successive events, the caterers shall call with any specific requests prior to the event.
3. Caterers must leave the site as it was found. If the site is left unsatisfactory then a cleaning fee will be assessed at \$100 per hour.
4. Caterers are required to recycle all glass, plastic and cardboard according to the recycling requirements for Delaware's Solid Waste Authority. All trash is to be deposited in the dumpster behind the facility, and recycling must be left at the recycling area in the kitchen.
5. Caterers are not allowed to use Styrofoam in any form in the facility.
6. The Biden Center has limited kitchen appliances, and stove top or portable stove top cooking is not allowed inside the building. Please contact the Facility Manager for details.
7. Alcohol is permitted for non-youth specific events. For special events the server must be certified by ABC of Delaware to serve alcohol. Kegs and beer truck are allowed only under certain conditions. A request must be submitted in writing prior to the event.

INDIAN RIVER LIFE SAVING STATION – Delaware Seashore State Park

1. On day of the event, site preparation may begin at noon unless special arrangements have been made with facility coordinator
2. All events must end by 10 pm. Caterer must remain on-site to clean-up. If your negotiated contract with the client does not require catering staff to stay to the end of the event, please remind client that they will be responsible for any trash removal that is left after your staff has departed. All trash must be disposed of in provided on-site dumpster. If the facility is left in unsatisfactory condition, the clean-up service rate is \$100.00 per hour and will be charged to the client.
3. Chairs and minimal decorations may be set up for a ceremony on the beach. Set-up time is 3 pm or later and must be removed immediately after the ceremony. Vehicular access to the beach for wedding set-up purposes is limited solely to chair rental vendors (or caterers, if hired to do so) during delivery, set-up and breakdown of chairs. Under no circumstances may a renter, guest, or other vendor transport people, items, or equipment onto beach by vehicle.
4. To protect the natural surroundings of our site, beverage straws and/or cocktail straws are prohibited.
5. Alcoholic beverages are permitted at the event – all Delaware state laws and regulations apply. Alcoholic beverages are only allowed on property during the said event and may not be stored on site prior to the event or remain on property after the event.
6. Three (3) – 5 gallon water bottles will be provided, per event, to be used for catering purposes.

EXHIBIT B

DIVISION OF PARKS AND RECREATION

GREEN MEETING STANDARDS for Certified Caterers in Delaware State Parks

Purpose:

Delaware State Parks recognizes the balance between the protection of the natural environment and the operation of Special Event facilities. These Green Meeting guidelines and recommended practices will help to minimize the effects of our operations on the environment by encouraging reduction, reuse and recycling during events.

Guidelines for providing services at Special Event Facilities in Delaware State Parks

1. Recycle the following waste products in bins provided by the facility:

- * Narrow neck plastic bottles
- * Glass bottles
- * Aluminum cans
- * Cardboard
- * Office Paper

2. Use of chinaware for all formal events, celebrations and meetings when applicable.

3. Use of biodegradable disposable service ware (corn-based products such as cups, plates, etc) and recycled content paper products for large formal events or informal events and meetings.

4. Provide condiments, beverages and other food items in bulk instead of individually packaged items.

5. Encourage clients using the facility to participate in Green Meeting standards.

Recommended Practices for Meetings at Special Event Facilities in Delaware State Parks

1. Use electronic advertising, promotion, and registration whenever possible.

2. Have handouts available on-line for future reference instead of printing paper copies for participants.

3. If paper copies are required, utilize double sided copying and use recycled content paper.
(Avoid the use of goldenrod or fluorescent colored paper and glossy paper)

4. Use dry-erase boards instead of flip charts.

5. Create signage that can be used in future events.

6. Provide re-use collection bins for name tags.

7. Encourage car-pooling by participants.
8. Turn off electronic equipment and lights when not needed or not in use.
9. Plan nature based recreational activities for participants.
10. Ask exhibitors that give-a-ways be reusable items or items made from recycled materials.
11. Choose centerpieces and decorations that can be reused, such as living plants, or silk flowers.