



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

November 8, 2019

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: ROXANN M. PARKER, CPPB
STATE CONTRACT PROCUREMENT SUPERVISOR
302-857-4555

SUBJECT: **AWARD NOTICE**
AGREEMENT NO. GSA19064-RESCUE_VES
RESCUE VESSEL

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KEY CONTRACT INFORMATION**

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

OVERVIEW

Under Title 29 Section 6935, the State of Delaware is authorized to enter into negotiations with various Manufacturers or distributors and award Agreements which will enable agencies and local governments to purchase materiel at prices approved by the General Services Administration (GSA) of the United States Government or its successor.

This Agreement is in place to fulfil a one-time purchase of a DNREC Enforcement Vessel.

1. NON- MANDATORY USE CONTRACT

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This is not a mandatory use contract under Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. AGREEMENT PERIOD

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The Agreement shall be valid from November 6, 2019 through May 6, 2021 and may be renewed to include any extension agreed to, by and between GSA and Safe Boats International, LLC.

3. VENDOR

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SAFE BOATS INTERNATIONAL, LLC
8800 BARNEY WHITE ROAD
BREMERTON, WA 98312-4921
FSF#: 0000212146
Contact: Scott Clanton
sclanton@safeboats.com
360-674-7161 x1037

4. SHIPPING TERMS

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

5. PRICING

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Pricing as per GSA 47QSWA18D005J. Buyers should provide specifications to vendor and request a quote. Prices will remain firm for the term of the agreement.

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING

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

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

7. METHOD OF PAYMENT

- a. For each P.O. issued as part of this agreement, the State will pay Contractor monthly, within thirty (30) days of receipt of the Contractor's billing, the amount which is legitimately earned by the Contractor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Contractor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under the agreement. Contractors shall not charge additional fees for acceptance of this payment method. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the agreement. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Contractor wish to provide a financial incentive to not process payment by P-Card they shall clearly outline any incentives for alternative payment methods the Contractor is willing to accept.

8. PRODUCT SUBSTITUTION

All items delivered during the life of the agreement shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

9. ORDERING PROCEDURE

Contractor is required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded Contractor directly for all required resources. All consumables delivered by the Contractor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems.

10. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the agreement number GSA19064-RESCUE_VES on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

11. REQUIREMENTS

This agreement is for a one-time purchase of a One Safe 29 Center Console, fully outfitted patrol vessel.

For a complete list of specifications please refer to the original bid solicitation document(s). Any specific documentation will be accessible through the hyperlink(s) provided on this agreement's details page.

12. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this Agreement, in addition to proceeding with termination of this Agreement, the ordering agency may purchase equivalent product on the open market.

13. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this Agreement 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 Agreement.

14. AGENCY'S RESPONSIBILITIES

The Agency shall:

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

- e) If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.