



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

December 21, 2015

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

FROM: Rebecca Lovin
 Paralegal III
 302-739-9220

SUBJECT: **AWARD NOTICE**
CONTRACT NO. NAT15001-MARINA_LIFT
MARINA LIFT (FORKLIFT)

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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Each contractor's contract shall be valid for a **three (3) year period** from **December 21, 2015 through December 20, 2018**. Each contract may be renewed for two (2) one (1) year periods through negotiation between the contractor 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 extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

2. VENDORS

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Wiggins Lift Co., Inc.

2571 Cortez St.
Oxnard, CA 93031

Purchase order contact:

Bruce Farber
P.O. Box 5187
Oxnard, CA 93031
1-(805)-485-7821
brucef@wigginslift.com

3. SHIPPING TERMS

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

4. DELIVERY AND PICKUP

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- a. Towing devices may not be attached in a way that holes are drilled in the FORKLIFT. Drilling of holes in the FORKLIFT is not permitted. Any damage caused by a towing device will be replaced by the awarded vendor at no charge to the State.
- b. Successful contractor will be responsible for delivery of the FORKLIFT as F.O.B. destination; freight pre-paid. **The State of Delaware will not pay separate delivery fees.**
 - i. Contractor will coordinate all delivery activities with the Division of Parks and Recreation.
 - ii. No deliveries will be accepted unless approved through the Division of Parks and Recreation.
 - iii. The Division is not responsible for costs related to unplanned deliveries.
- c. Successful contractor will be responsible for removal/pickup of trade-in Lift as F.O.B. destination; freight pre-paid. **The State of Delaware will not pay separate delivery fees.**
 - i. Contractor will coordinate all pickup activities with the Division of Parks and Recreation.

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- ii. No pickup will occur unless approved through the Division of Parks and Recreation.
- iii. The Division is not responsible for costs related to unplanned pickup.

5. PRICING

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Prices will remain firm for the term of the contract year. **Pricing included on Pricing Spreadsheet.**

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 contract number, ship to and bill to address, contract name and phone number.

7. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

8. PRODUCT SUBSTITUTION

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

9. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

10. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number NAT15001-MARINA_LIFT 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

- a. The FORKIFT offered shall be new and unused.
- b. Equipment specified and/or furnished under this RFP shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design from **2015 to current date.**

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- c. The FORKLIFT shall include all genuine parts, accessories and equipment considered standard by the manufacturer for the FORKLIFT offered by the bidder.
- d. FORKLIFT shall be clean, lubricated and serviced ready for immediate service.
- e. FORKLIFT shall be protected to 20 degrees Fahrenheit below zero with permanent type antifreeze.
- f. FORKLIFT shall include the original Manufacturer's Statement of Origin.
- g. FORKLIFT shall include a copy of the manufacturer's service and standard warranty policy with all warranty verification vouchers, certificates or coupons. Bidder must provide any extended warranty program offers concerning pricing.
- h. The successful contractor shall comply with the manufacturer's standard warranty, or authorize a qualified dealer in the locality in which the unit is assigned to do whatever is required to comply with the manufacturer's warranty.
- i. The successful contractor shall comply with the manufacturer's recommended pre-delivery service.
- j. The successful contractor shall submit at least three (3) copies of all service/technical bulletins recall notices or provide this information electronically to the Division of Parks and Recreation, 89 Kings Hwy, Dover DE 19901. These documents shall be submitted on a continual basis to keep the Division of Parks and Recreation informed regarding improvements, changes and/or problems concerning the FORKLIFT.
- k. The Division of Parks and Recreation will inspect the FORKLIFT prior to acceptance. It will be the responsibility of the delivering dealer to remove any FORKLIFT rejected by the ordering agency within two (2) working days after notification, and return the FORKLIFT to the Division of Parks and Recreation upon correction of deficiencies. Date in service will be the date the vehicle is accepted by the Division of Parks and Recreation, not the date of delivery.
- l. The State disclaims any liability for damage to any FORKLIFT not unconditionally accepted by the State.
- m. Unless otherwise indicated, all items requested in this specification for the FORKLIFT which are standard or optional equipment shall be factory installed and operative.
- n. Any FORKLIFT delivered to the State in a condition considered to be below customer acceptance levels will not be accepted. Any FORKLIFT that is delivered in an unsatisfactory condition or are missing accessories ordered will have payment withheld until the unsatisfactory condition is resolved. The Division of Parks and Recreation may negotiate with vendor to achieve a mutually beneficial resolution.
- o. Items which determine this acceptance level shall include, but not be limited to, the general appearance of the interior and exterior of the FORKLIFT for completeness and quality of workmanship, lubrication and fluid levels, with any leaks corrected, mechanical operation of the FORKLIFT and all electrical components operational. All equipment specified to be furnished and installed which is not available through the FORKLIFT manufacturer shall conform to the best quality standards known to that particular industry, both product and installation.
- p. **MINIMUM REQUIRED SPECIFICATIONS**
 - i. Lift Capacity: 24,000 lbs. @ 96" Load Center

- ii. Mast: Two-Stage
- iii. Lift Height: 32' Positive Lift and 12' Negative Lift
- iv. Lowered Height: 23' Lowered
- v. Carriage: Corrosive package to include galvanized forks, frame and chassis
- vi. Forks: 20 ft. rubber extruded covered galvanized forks
- vii. Engine: Cummins Diesel Turbo; Current Tier Certification – low emissions/low noise; engine protection system built-in; automatic shutdown for high temperature/low oil pressure
- viii. Transmission: Three speed automatic transmission; (3) forward and (3) reverse speeds
- ix. Axle: Planetary with hydraulically actuated wet disc brakes
- x. Tires: 12.00x20 Non-Mark Solid Pneumatic Tires; smooth; dual drive tires and single steer tires
- xi. Wheel Base: 130"
- xii. Cab/Operator Console: Designed for maximum ease of use, maintenance and service; adjustable steering column; non-rusting materials; slip resistant steps; seat; seat belt; rubber floor mat; gauges; electronic push-button parking brake; fan; and mirrors
- xiii. Safety Equipment and Warning Indicators: Horn; back-up alarm; rear collision safety system; amber strobe; overhead protection; low battery indicator; low engine oil pressure warning; and high transmission oil temp warning
- xiv. Gauges: Temperature; oil; fuel; water; engine hour meter
- xv. Working Lights: 6 forward & 2 rear working lights
- xvi. Remote Hydraulics: Wireless Lift / Lower / Engine Stop Only
- xvii. Block Heater / Cold Weather Package
- xviii. Extended Warranty

12. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with General Provisions, Item titled as "TERMINATION OF INDIVIDUAL PURCHASE ORDERS" below and purchase equivalent product on the open market. Regarding any

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such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than 30 days following the delivery of the State's invoice detailing the open market purchase. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

14. FORCE MAJEURE

Neither the contractor 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.

15. 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>.