



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

April 10, 2018

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

FROM: SCOTT NEWLIN
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302-735-2971

SUBJECT: **AWARD NOTICE**
CONTRACT NO. NAT18001-REEF
STRUCTURE ORIENTED FISH ASSESSMENT PROGRAM

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KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
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PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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REF: 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. CONTRACT PERIOD

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The contract shall be valid for an eleven (11) month initial period from April 10, 2018 through February 28, 2019. The contract may be renewed for four (4) one (1) year periods through negotiation between the contractor and the Department of Natural Resources. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS

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Townsend Seafood, Inc.
PO Box 207
Dagsboro, Delaware 19939
Contact: Paul Townsend
Phone: 302-542-1150 - Primary
Fax: N/A
Phone:
Email:
FSF#: 0000396598
Vendor ID: NAT18001-REEFV01

4. PRICING

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Prices will remain firm for the term of the contract year. Pricing will be paid by boat trip, as bid, at the rate of \$2,000 per boat trip to Paul Townsend of Townsend Seafood, Inc.

ADDITIONAL TERMS AND CONDITIONS

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5. 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.

6. 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.

7. 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 Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

8. 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.

9. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **NAT18001-REEF** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

10. REQUIREMENTS

Primary Duties and Responsibilities

1. It is expected that the vendor will provide a qualified vessel and all necessary equipment, supplies and gear to safely complete the survey portion of the Structure Oriented Fish Assessment Program, which will include sampling with fish pots and hook/line gear. The survey portion of the survey is explained in the document "Reef Fish Project – F-84-R-1.docx" and has been provided to the vendor. Trips will be coordinated between the project manager and the vendor with safety being the paramount concern. The vendor shall be available for at least one trip to occur weekly but possible two depending on if a prior trip that was postponed due to weather needs to be rescheduled from a prior week. The vendor will provide qualified captains that possess current United States Coast Guard (USGS) 100 Ton Master license, and at least 20 years of experience operating commercial fishing vessels in offshore waters. All captains provided must have an approved drug test on record that has been taken in the last 6 months. The vendor will provide a commercial fishing vessel outfitted with a pot puller and all equipment necessary for performing sampling including but not limited to measuring boards, live cars, buckets, etc. The vessel must be equipped with all necessary safety equipment in good, working order including but not limited to EPIRB, life raft, survival suits for all crew onboard, offshore flair kit, marine radios, and life jackets for all crew onboard. Vessel shall meet or excel all USGS requirements for vessel safety and lifesaving equipment. The vessel shall be properly maintained and be set up to handle waste oil, bilge water and garbage generated onboard in the most environmentally friendly manner.

Monthly drills or training conducted onboard with crew to ensure safe operation and man-overboard procedures must be conducted. Vessel should be of reasonable length to operate in adverse weather conditions in both near shore and off shore conditions (40 foot or greater). Vessel shall be moored in Delaware during the sampling season. The vendor shall provide standard commercial fish/lobster pots with all necessary equipment (anchors, rope, floats, etc.) and bait to fish in nearshore and offshore waters. All gear must be in accordance with Marine Mammal Take Reduction rules (breakaway lines, etc) when applicable.

11. 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.

12. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

13. 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.

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>.