October 7, 2019

ISSUED BY: PATRICIA TANNER
PARALEGAL III
302-739-9224

SUBJECT: AWARD NOTICE
CONTRACT NO. NAT19003_MARINA TRAVEL LIFT
MARINA TRAVEL LIFT FOR INDIAN RIVER MARINA

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

The Vendor’s contract shall be valid from September 1, 2019 through August 31, 2022. Each contract may be renewed for two (2) additional one (1) year extension periods through negotiation between the Vendor and Division of Parks and Recreation. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. VENDOR

Vendor Name: Marine Travelift Mid Atlantic, LLC
Address: 11144 Progress Road
Ashland, VA 23005
Primary Contact Name: Kurt Minten
Phone: 920-746-4271
Email: kminten@marinetravelift.com

3. SHIPPING TERMS

F.O.B. means traditionally that the shipper pays. Division shall pay freight costs.

4. PRICING

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

ADDITIONAL TERMS AND CONDITIONS

5. ORDER OF DOCUMENTS

The Definitions and General Provisions and any Special Instructions, Specifications, Final Negotiation Summary, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the Division and the Vendor. The following order of documents governs so that the former prevails over the latter:

- Contract Amendments or Addendums
- Contract
- Final Negotiation Summary
- Invitation to Bid
- Purchase Order
- Special Instruction
6. INVOICING

After the award is made, the agency participating in the bid may forward their purchase order to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

7. ORDERING PROCEDURE

Successful contractor(s) 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, email, 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.

8. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by Division of Parks and Recreation to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product(s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

9. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number NAT19003_MARINA TRAVEL LIFT 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

   a. The marina travel lift (boat hoist) offered shall be new and unused.

   b. Equipment specified and/or furnished under this ITB shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design from 2018 to current date.

   c. The marina travel lift shall include all genuine parts, accessories and equipment considered standard by the manufacturer for the marina travel lift offered by the bidder.

   d. Marina travel lift shall be clean, lubricated and serviced ready for immediate service.

   e. Marina travel lift shall be protected to 20 degrees Fahrenheit below zero with permanent type antifreeze.

   f. Marina travel lift shall include the original Manufacturer’s Statement of Origin.
g. Marina travel lift 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 Vendor 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 vendor shall comply with the manufacturer’s recommended pre-delivery service.

j. The successful vendor 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 marina travel lift.

k. The Division of Parks and Recreation will inspect the marina travel lift prior to acceptance within one (1) week. It will be the responsibility of the delivering dealer to remedy any deficiencies discovered during the inspection. Minor deficiencies not affecting operation may be corrected following acceptance within one (1) month. Any marina travel lift rejected by the ordering agency within two (2) working days after notification, and return the marina travel lift 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.

11. MINIMUM REQUIRED SPECIFICATIONS

a. Lift Capacity: 100,000 pounds

b. Clearance: Standard inside clearance height of 20 feet

c. Width: Standard inside clearance width of 20’2” to the ICW to maintain the recommended 4” clearance between the tires and the curb, and to minimize contact with the base of the steel curb angle.

d. Grade: 4% gradeability

e. Speed: 80/170 feet per minute

f. Engine: 2.9L, 72HP @ 2200 RPM diesel engine, Current Tier Certification – low emissions/low noise; engine protection system built-in; automatic shutdown for high temperature/low oil pressure

g. Travel warning alarm

h. Work and drive lights

i. 4 spreaders
j. 2 load indicators/ power sling adjust

k. Tires: Industrial; four (4) wheel lugs 16.00 x-25

l. Steering: Slew bearings on steer wheel

m. Intelligent electronic load indication

n. Remote diagnostics

o. On-site installation and assembly

p. On-site training

q. Block Heater/Cold Weather Package

r. Standard (2) year commercial warranty

s. Extended warranty for the diesel engine

12. 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 work or services in connection with the contract.

13. NON-PERFORMANCE

In the event the Vendor 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 Vendor. 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 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.
15. AGENCY 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 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.
Corrective Action Report