



STATE OF DELAWARE  
DNREC/Div. Fish & Wildlife

October 23, 2019

ISSUED BY: Stewart Michels  
PM II  
302-739-9914  
SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. NAT-19007-VSLSTBINST**  
**Vessel Stabilization Gyro & Installation**

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**OF**  
**KEY CONTRACT INFORMATION**

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## KEY CONTRACT INFORMATION

### 1. CONTRACT PERIOD

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Each contractor's contract shall be valid for a 12 - month period beginning December 1, 2019 and ending November 30, 2020. Each contract may be renewed for five one (1) year periods through negotiation between the contractor and the Department of Natural Resources & Environmental Control. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

### 2. VENDORS

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|   |
|---|
| Tri Sea Stabilizers, LLC<br>PO Box 21278, Fort Lauderdale, FL 33335-1278<br>Primary Contact Name: Timothy Nichols<br>Phone:833-874-4976<br>Email: yim@triseakeeper.com<br>FSF Number: |
|---|

**Format of above table may be adjusted based on number of vendors awarded**

### 3. SHIPPING TERMS

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

### 4. DELIVERY AND PICKUP

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TBD

### 5. PRICING

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Prices will remain firm for the term of the contract year.

|  |              |
|--|--------------|
| Gyro Stabilizer SeaKeeper 12HD or equivalent | \$109,900.00 |
| All-inclusive installation price             | \$49,850.00  |
| Total Cost                                   | \$159,750.00 |

## 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

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(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 Department of Natural Resources & Environmental Control to do otherwise. Substitutions may 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 NAT-19007-VSLSTBINST 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

1. Procure and deliver Seakeeper 12HD Gyro Stabilizer
2. Complete installation\* of the Seakeeper 12HD Gyro into the vessel's rudder room in a manner that ensures the manufacturer's warranty is maintained. Installation must include:
  - a. Preparation, loading and installation of a Seakeeper 12HD Gyro Stabilizer through a 30" x 30" deck hatch and moving it to a mounting location in the rudder room of the vessel.
  - b. Vendor will have to cut (approx.) 44" x 27" access through bulkhead and fabricate a bolt-in watertight hatch for installation and maintenance of unit.
  - c. Fabricate and install a custom-welded aluminum base for mounting of Seakeeper Gyro to include welding to the vessel stringers.
  - d. Drill and tap Seakeeper base including installation of stainless steel Heli-Coils for each bolt.
  - e. Provide and install raw water pump\*\*, raw water strainer, along with all necessary connections, fittings and overboard discharge for cooling system.
  - f. Provide and install all necessary wiring, electrical connections, fuses, appropriate breakers and control panel located at the helm in the vessel's pilothouse.
  - g. Commission unit and sea trial to ensure proper operation of Seakeeper unit.

**\*Any and all crane fees, forklift fees, equipment fees and any and all other services necessary to procure and install this system in the R/V "First State" are the sole responsibility of the Vendor. Vendor may coordinate with Carey's Marina, 215 Front Street, Dover (Leipsic), DE 19901 (302.678.3797) for special equipment needs (if any) or may provide details on an alternate installation site.**

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

## **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 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.

## **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>.

**16. ADDITIONAL KEY ITEMS AND CONDITIONS**

Any and all crane fees, forklift fees, equipment fees and any and all other services necessary to procure and install this system in the R/V "First State" are the sole responsibility of the Vendor. Vendor may coordinate with Carey's Marina, 215 Front Street, Dover (Leipsic), DE 19901 (302.678.3797) for special equipment needs (if any) or may provide details on an alternate installation site.