



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

July 10, 2020

ISSUED BY: Patricia Tanner  
Paralegal III  
302-739-9224

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. NAT20001\_PACKAGED ICE**  
**TITLE: PACKAGED ICE**

**TABLE OF CONTENTS**  
**OF**  
**KEY CONTRACT INFORMATION**

<b>1. CONTRACT PERIOD.....</b>	<b>2</b>
<b>2. VENDOR.....</b>	<b>2</b>
<b>3. PRICING.....</b>	<b>2</b>
<b>ADDITIONAL TERMS AND CONDITIONS .....</b>	<b>2</b>

**KEY CONTRACT INFORMATION**

**1. CONTRACT PERIOD**

[\(Return to Table of Contents\)](#)

This contract shall be valid for three (3) years from **May 1, 2020** through **April 30, 2023**. The 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**

[\(Return to Table of Contents\)](#)

Easton Ice, Inc.  
P.O. Box 309  
Secretary, MD 21664  
Phone: 410-822-5375  
Fax: 410-943-8570  
Easton.iceman@gmail.com

**3. PRICING**

[\(Return to Table of Contents\)](#)

**Prices shall remain firm for the term of the contract.** Vendor is not restricted from offering lower pricing at any time during the contract term.

Pricing is as follows:

<b>SUSSEX COUNTY</b>	<b>7# Bags (Small)</b>	<b>16# Bags (Large)</b>	<b>Blocks</b>
Cape Henlopen State Park:	\$0.95	\$1.95	\$1.45
Delaware Seashore State Park:	\$0.95	\$1.95	\$1.45
Trap Pond State Park:	\$0.95	\$1.95	\$1.45
<b>KENT COUNTY</b>	<b>7# Bags (Small)</b>	<b>16# Bags (Large)</b>	<b>Blocks</b>
Killens Pond State Park	\$0.95	\$1.95	\$1.45

**ADDITIONAL TERMS AND CONDITIONS**

[\(Return to Table of Contents\)](#)

**4. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **NAT20001\_ICE** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

**5. ORDERING PROCEDURE**

Vendor 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. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, email, fax or computer on-line systems.

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.

**6. BILLING**

Vendor is required to **"Bill as Shipped"** to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

**7. PAYMENT**

The Division of Parks and Recreation will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. 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 may require the submission of written specifications and product evaluation prior to any approvals being granted.

**9. REQUIREMENTS**

**a. GENERAL**

- No service fees or additional costs will be invoiced to Division of Parks and Recreation by the Vendor during the term of this Contract (except as described in this ITB or mutually agreed upon in writing).
- There will be no "small order", "minimum order", or "special order" charges or surcharges.
- There will be no return fees for inaccuracies or other errors on the part of the Vendor.
- Any rush delivery that occurs as a result of Vendor's error (e.g. stock-outs, delivery of wrong product, etc.) will be free of charge. No handling surcharges will be added, or discounts lost for any rush or expedited orders.
- Vendor shall furnish small 7# bags, large 16# bags, and blocks of ice.
- Plastic bags used shall be 1.75 mil or better.
- Vendor shall include awarded sites on their regular delivery route to review needs and re-stock as required.

The following lists Delaware State Parks and their current requirements (additional sites may be added during the contract term; no additional fees shall apply):

**Sussex County**

Cape Henlopen State Park  
15099 Cape Henlopen Drive  
Lewes, DE 19958

Minimum of three (3) times per week during peak season

Delaware Seashore State Park  
39415 Inlet Road  
Rehoboth Beach, DE 19971

Minimum of three (3) times per week during peak season  
Minimum of two (2) blocks of ice per week during peak season

Trap Pond State Park  
33587 Baldcypress Lane  
Laurel, DE 19956

At least one (1) time per week during peak season

**Kent County**

Killens Pond State Park  
5025 Killens Pond Road  
Felton, DE 19943

At least one (1) time per week during peak season

**b. INSPECTION REPORTS**

Vendor shall submit copies of reports from all state board of health plant inspections performed during the contract period to: [Parks\\_OBS@Delaware.gov](mailto:Parks_OBS@Delaware.gov).

**c. PIQCS-HACCP**

Vendor must follow a Hazard Analysis and Critical Control Points (HACCP) program, Packaged Ice Quality Control Standards (PIQCS) or good manufacturing practices.

**d. QUALITY**

As outlined in 6 Del C, Chapter 51, §5126 and 16 Del C, Chapter 1, §122(3)c., all products prepared and handled must meet State of Delaware Board of Health requirements and are subject to inspection by said department. The specifications and requirements for non-food products shall be those specified by the National Institute of Standards and Technology, Handbook 130 and supplements thereto, or in any publication revising or superseding Handbook 130, except insofar as specifically modified, amended or rejected by a regulation issued by the Secretary of Agriculture.

Orders will be spot checked by the Division of Parks and Recreation to verify the quality of ice meets specifications. If ice supplied has impurities and it is placed in a Division of Parks and Recreation storage freezer with existing ice, all the ice in the storage freezer must be removed and replaced to eliminate possible contamination. The replacement of existing ice shall be the sole responsibility of the Vendor at no additional cost to the Division of Parks and Recreation.

Vendor agrees to replace within 48 hours, without charge to the Division of Parks and Recreation, any product or part thereof which proves to be defective. The Division of Parks and Recreation is required to notify the Vendor of rejection in writing through facsimile or email notification to the Vendor point of contact and shall retain copies of notices in their files. If the rejected product cannot, or will not, be replaced by the Vendor with identical, approved and usable product within 48 hours, the Division of Parks and Recreation may procure the product elsewhere, and chargeback any cost differences, including cost of handling, if any, to the Vendor.

**e. LABELING**

Packaged ice labels must meet FDA food labeling requirements. The labels must list the name and place of business of the manufacturer, packer, or distributor of the ice. The labels must also list the net quantity of contents of the product. Because ice is a single ingredient food, packaged ice does not need listing of ingredients. In addition, ice does not require a nutrition facts label, unless the package has a nutrient content claim (such as low in sodium). But ice labeled as being from a specific source, such as spring water or artesian well water, must be truthfully labeled and not misleading; in other words, it must really be from that source. The source water must meet all the requirements for such types of source water, as described in FDA regulations.

**f. INSPECTION**

Upon delivery, all products shall be subject to inspection by an authorized representative of the Division of Parks and Recreation. If product is found defective or if it in any way fails to meet the specifications as indicated in this proposal, it may be rejected. The decision of the Division of Parks and Recreation will be final.

**g. DELIVERY SLIPS AND INVOICES**

Delivery slips must be signed by authorized personnel. Acceptance of goods received shall not necessarily verify invoice accuracy. Separate invoices for each park shall be sent to: [Parks\\_Retail@delaware.gov](mailto:Parks_Retail@delaware.gov).

**10. INDEMNIFICATION**

Vendor agrees that 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.

**11. 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 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.

**12. 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.

### 13. AGENCY'S 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 Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with the 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 Vendor that Vendor 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 Vendor. 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 Vendor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the Vendor, discuss the reasons surrounding the default and establish a date when the Vendor 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 the. Be sure to furnish as much detail as possible.  
[Corrective Action Report.](#)