



STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation

October 1, 2020

ISSUED BY: Rebecca Lovin
Chief of Business Services
302-739-9206

SUBJECT: **AWARD NOTICE**
CONTRACT NO. NAT20002_WATERCRAFT
RECREATIONAL WATERCRAFT

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OF
KEY CONTRACT INFORMATION

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1. CONTRACT PERIOD

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Each contractor's contract shall be valid for **three (3) years from October 1, 2020 through September 30, 2023**. Each contract may be renewed for one (1) additional two (2) year period through negotiation between the contractor and the Department of Natural Resources and Environmental Control, Division of Parks and Recreation. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. VENDORS

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<p>A New City Cleaning 1 Glenwood Ave #27 Yonkers, NY 10701-2164 Edward Cole 646-316-6335 anewcitycleaning@gmail.com</p> <p><u>Awarded:</u> ROUND BOTTOM CANOES</p>	<p><u>Commercial Recreation Specialists, Inc</u> 807 Liberty Drive, Ste 101 Verona, WI 53593 Ronald Romens 608-848-8781 info@crs4rec.com</p> <p><u>Send Orders To:</u> Jami Noble or Carrie Flesher 608-848-8781 orders@crs4rec.com</p> <p><u>Awarded:</u> SIT-ON-TOP KAYAKS STAND-UP PADDLE BOARDS</p>
<p>Premium Park Products, LLC 5101 Hwy 55 #6000 Minneapolis, MN 55422 507-881-6269 phil@premiumparkproducts.com</p> <p><u>Awarded:</u> 4-PERSON PEDAL BOATS</p>	

3. SHIPPING TERMS

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

Exception for Commercial Recreation Specialists – a liftgate charge may be required at certain ship-to locations that do not have access to a dock or forklift for delivery.

4. DELIVERY AND INSPECTION

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Delivery of watercraft shall be completed no later than thirty (30) days after submission of a P.O.

Upon delivery, all products shall be subject to inspection by an authorized representative of the Department of Natural Resources and Environmental Control, 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

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rejected. The decision of the Department of Natural Resources and Environmental Control, Division of Parks and Recreation will be final.

5. PRICING

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Prices will remain firm for the term of the contract year. Vendors are not restricted from offering lower pricing at any time during the contract term.

SIT-ON-TOP KAYAKS – AWARDED TO COMMERCIAL RECREATION SPECIALISTS								
MATERIAL	MANUFACTURER	MAKE	MODEL	SINGLE (11.5)	TANDEM (13.5)	LENGTH IN FEET	PRICING	% OFF MRSP CATALOG (if offering)
High-Density Polyethylene (HDPE)	Perception	Access	Any Color	x		11'6"	\$544*	10.00%
High-Density Polyethylene (HDPE)	Perception	Tribe	Any Color	x		11'6"	\$688*	10.00%
High-Density Polyethylene (HDPE)	Perception	Tribe 13.5 T Kayak	Any Color		x	13'6"	\$778*	10.00%
High-Density Polyethylene (HDPE)	Perception	Rambler 13.5 T Kayak	Any Color		x	13'6"	\$616*	10.00%

*Volume discounts are available

ROUND BOTTOM HULL CANOE – AWARDED TO A NEW CITY CLEANING								
MATERIAL	MANUFACTURER	MAKE	MODEL	GUNWALES	LENGTH IN FEET	MOLDED SEATS	PRICING	% OFF MRSP CATALOG (if offering)
Three Layer Polyethylene	Johnson Outdoors	Old Town	Discovery 169	Yes	16'5	Yes	\$1,474.99	n/a

STAND-UP PADDLE BOARDS – AWARDED TO COMMERCIAL RECREATION SPECIALISTS					
MATERIAL	MANUFACTURER	MAKE	LENGTH IN FEET	PRICING	% OFF MRSP CATALOG (if offering)
Fiberglass	BIC	Ace Tech	9'2"	\$857*	10.00%
Fiberglass	BIC	Ace Tech	10'6"	\$900*	10.00%
Fiberglass	BIC	Ace Tech	11'6"	\$952*	10.00%
Polyethalene	BIC	Tough Tech	9'2"	\$680*	10.00%
Polyethalene	BIC	Tough Tech	10'0"	\$752*	10.00%
Polyethalene	BIC	Tough Tech	10'6"	\$680*	10.00%
Polyethalene	BIC	Tough Tech	11'0"	\$752*	10.00%
Polyethalene	BIC	Tough Tech	11'6"	\$680*	10.00%

*Volume discounts are available

FOUR PERSON PEDDLE BOATS – AWARDED TO PREMIUM PARK PRODUCTS								
Material	Manufacturer	Make	Model	Self-Draining (Yes/No)	Galvanized Hardware (Yes/No)	Marine grade stainless handles and rails (Yes/No)	Pricing	% off MSRP Catalog (if offering)
reinforced fiberglass	KayPark	4 person pedal boat	PCIV Solid Color	Yes	yes	Handles – yes/rails no	\$3,042.00	n/a
reinforced fiberglass	KayPark	4 person pedal boat	PCIV Glitter Color	yes	yes	Handles – yes/rails no	\$3,320.00	n/a

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 Department of Natural Resources and Environmental Control, 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. 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 **NAT20002_WATERCRAFT** 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

The Delaware Department of Natural Resources and Environmental Control, Division of Parks and Recreation, has a need to purchase various recreational watercraft for public tours and rentals for navigation on various State Park ponds and flat bodies of water. Recreational watercraft shall mean, but are not limited to: kayaks, canoes, stand-up paddle boards, and pedal boats. The Division reserves the right to purchase additional recreational watercraft from this Contract for other Delaware State Parks as needed, if provided in vendor's catalog.

This contract has been multi-awarded by category.

- a. **Delivery:** Delivery of watercraft shall be completed no later than thirty (30) days after submission of a P.O.
- b. **Inspection:** Upon delivery, all products shall be subject to inspection by an authorized representative of the Department of Natural Resources and Environmental Control, 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 Department of

Natural Resources and Environmental Control, Division of Parks and Recreation will be final.

- c. **Manufacturer Warranty:** Department of Natural Resources and Environmental Control, Division of Parks and Recreation shall have thirty (30) days in which to inspect and test the Vessel, including reasonable sea trials. Any defects which may become apparent in this first thirty (30) days after delivery shall be immediately replaced by vendor.

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.

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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>.