



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 1, 2016

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

FROM: WALT GORMAN
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4556

SUBJECT: **AWARD NOTICE – ADDENDUM #3 (Effective August 1, 2020)**
CONTRACT NO. GSS16641-PLAYGROUND
PLAYGROUND AND RECREATIONAL EQUIPMENT AND ACCESSORIES

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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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Each contractor’s contract shall be valid for a two (2) year period from August 1, 2016 through July 31, 2018. Each contract may be renewed for three (3) additional two (2) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The contract has been extended for a two year period, with expiration on July 31, 2020.

The contract has been extended for a two year period, with expiration on July 31, 2022

3. VENDORS

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<p>GSS16641-PLAYGROUNDV01 Charles J. Becker & Bros., Inc. T/A Becker’s School Supplies 1500 Melrose Hwy. Pennsauken, NJ 08110 FSF: 0000017735 AWARD: Playground Equipment</p>	<p>GSS16641-PLAYGROUNDV02 Cunningham Recreation 5932 Old Pineville Road Charlotte, NC 28217 FSF: 0000202714 AWARD: Playground Equipment, Recreational Sports Equipment, Campground Equipment, Services, Replacement Parts</p>
<p>GSS16641-PLAYGROUNDV03 General Recreation, Inc. PO Box 440 Newton Square, PA 19073 FSF: 0000017976 AWARD: Playground Equipment, Recreational Sports Equipment, Water Park Equipment, Campground Equipment, Other Recreational Equipment, Services, Replacement Parts</p>	<p>GSS16641-PLAYGROUNDV04 George Ely Associates, Inc. PO Box 396 Carlisle, PA 17013 FSF: 0000019565 AWARD: Playground Equipment, Recreational Sports Equipment, Other Recreational Equipment, Services, Replacement Parts</p>
<p>GSS16641-PLAYGROUNDV05 Liberty Parks & Playgrounds, Inc. 78 Sunrise Dr. Clayton, DE 19938 FSF: 0000028663 AWARD: Playground Equipment, Recreational Sports Equipment, Campground Equipment, Other Recreational Equipment, Services, Replacement Parts</p>	<p>GSS16641-PLAYGROUNDV06 PlayPower LT Farmington, Inc. 878 E. US Hwy 60 Monett, MO 65708 FSF: 0000021740 AWARD: Playground Equipment, Campground Equipment, Other Recreational Equipment, Services, Replacement Parts</p>

<p>GSS16641-PLAYGROUNDV07 Recreation Resource USA, LLC 425 McFarlan Road, Suite 100 Kennett Square, PA 19348 FSF: 0000282703 AWARD: Playground Equipment, Recreational Sports Equipment, Water Park Equipment, Campground Equipment, Other Recreational Equipment, Services, Replacement Parts</p>	<p>Refer to Pricing Spreadsheet for catalog discount offerings and vendor contact information.</p> <p>Catalogs for each vendor and manufacturer are in addendum history</p>
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4. SHIPPING TERMS

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

5. COVERED EQUIPMENT AND ACCESSORIES

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Vendors are expected to propose the broadest possible selection of equipment that they offer. The intent of this solicitation is to provide eligible agencies/entities with solutions to meet their various needs. Therefore, vendors should have demonstrated experience in providing and installing the equipment and accessories as defined in this RFP. Covered equipment and accessories includes, but not limited to:

- **Playground Equipment:** Indoor and Outdoor playgrounds, ages 2-5, ages 5-12. To include, but not limited to: complete systems, stand-alone activities, system components, replacement parts and related accessories.
- **Recreational Sports Equipment:** Baseball, Basketball, Volleyball, Soccer, Frisbee Golf. To include, but not limited to: bleachers, backstops/backboards, dugouts, line markers, posts & nets, bike racks
- **Recreational Watercraft:** canoes, kayaks, paddleboats, oars, stand-up paddleboard, kayak/boat launches.
- **Water Park/Swimming Pool Equipment and Accessories:** umbrellas, poolside furniture.
- **Safety Products:** Life Guard Stands, rescue cans/tubes, ring buoys, rescue boards, life jackets.
- **Campground Equipment:** camp fire rings, park grills, picnic tables.
- **Other Recreational Equipment:** Park pavilion & Gazebos, Park Benches, Skate Park, Game & Physical Fitness Courses, Mini-Golf
- **Services:** The complete range of services available from the Supplier such as, but not limited to: installation, design & layout, maintenance and repair, removal of existing equipment, and any other related services to provide customer support.
- **Replacement Parts:** Vendor must have access to replacement parts for a minimum of 15 years on all play systems, pool equipment, accessories and provide parts within two (2) weeks from the time an order is placed.

- New Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and include, but will not be limited to, new products added to the Manufacturer's catalog offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval.

6. EXCLUDED EQUIPMENT AND ACCESSORIES

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Excluded from this contract is mulch, sand, and other ground surfacing.

7. MANUFACTURER CATALOG AND PRICE LISTS

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Vendors will be required to provide a link for each Manufacturer catalog. Link must be to the actual catalog included in the proposal submission; not the Manufacturer website. Catalogs and Price Lists submitted with proposal response will be firm for the first year of the initial two year contract.

An electronic copy of each Manufacturer catalog and corresponding published price list incorporated into the proposal response on a separate CD or DVD media disk from rest of proposal response. No paper catalogs are to be submitted with proposal response.

Refer to the Pricing Spreadsheet for Manufacturer and Discount Offerings. A Zip folder has been created for each vendor containing their catalogs.

8. CATALOG UPDATES

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Vendors may submit updated Catalogs and Price Lists for consideration as follows:

- For updates effective August 1, 2017 requests must be submitted no later than May 1, 2017. Update requests must include, new PDF catalog and price list files, as well as PDF link updates for online posting. Incomplete requests will be denied.
- In the event extension #1 option is exercised, updates effective:
 - August 1, 2018 must be submitted no later than May 1, 2018.
 - August 1, 2019 must be submitted no later than May 1, 2019.

ADDITIONAL TERMS AND CONDITIONS

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9. 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.

10. 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.

11. 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.

12. 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.

13. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS16641-PLAYGROUND on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

14. REQUIREMENTS

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.

15. 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.

16. 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.

17. 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.

18. 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>.