



STATE OF DELAWARE
Brandywine School District
Facilities department

July 8, 2019

ISSUED BY: Carol Riddle
Construction Contract Coordinator
302-792-3826

SUBJECT: **AWARD NOTICE**
CONTRACT NO. BSD19001-Claymont Bid Pac B

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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 four year period beginning January 2019 and ending September 30, 2023.

2. VENDORS

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| Vendor Name: Delaware Flooring Re:Source (Flooring) Address:259 Quigley Blvd. Suite 11 New Castle, DE 19720 Primary Contact Name:Gary Rempfer Phone:302-250-2848 Email:gremper@resourcede.com FSF Number:0000296226 | Vendor Name:Tricon Construction Management (Sitework) Address:13 King Court Suite 3 New Castle, DE 19720 Primary Contact Name:Gary Leader Phone:302-838-6500 Email:gleader@tricontristate.com FSF Number:0000474472 |
| Vendor Name:Bear Industries, Inc. (Fire Suppression) Address:15 Albe Drive Newark, DE 19702 Primary Contact Name:Donnie Barbee Phone:302-368-1311 Email:Donnie@bearindustries.com FSF Number:0000025487 | Vendor Name:Royals Commercial Services (Spray foam insulation) Address:212 Najoles Road Ste A Millersville, MD 21108 Primary Contact Name:Tony Zarrillo Phone:410-729-0405 Email:Tzarrillo@royalscommercial.com FSF Number:0000035848 |
| Vendor Name:Specialty Finishes, LLC (Specialties) Address:830 Dawson Drive Newark, DE 19713 Primary Contact Name: Mike Barr Phone:302-547-7537 Email:mbarr@specialtyfinishesde.com FSF Number:0000028749 | Vendor Name: J & G Building Group (Acoustical Ceiling) Address:118 Sleepy Hollow New Castle, DE 19720 Primary Contact Name:Paul King Phone:302-285-3630 Email:paul.king@jgbuildinggroup.com FSF Number:000026062 |
| Vendor Name:Tri State The Roofers (Roofing) Address:403 Meco Drive Wilmington, DE 19804 Primary Contact Name:Buck High Phone:302-218-2713 Email:bhigh@comcast.net FSF Number:0000025690 | Vendor Name:Brandywine Contractors, Inc. (Windows & Glazing) Address:34 Industrial Blvd. New Castle, DE 19720 Primary Contact Name:Bill Michelinie Phone:302-275-6001 Email:bmichelinie@bci-online.com FSF Number:0000028401 |
| Vendor Name:Ashland Equipment (Food Service Equipment) Address:1324 Brass Mill Rd. Belcamp, MD 21017 Primary Contact Name:Dan Ayars Phone:443-833-3833 Email:dayars@ashlandnet.com FSF Number:0000360279 | Vendor Name:Modular Concepts (Casework) Address:54 Wilmon St. Chesapeake City, MD 21915 Primary Contact Name:Jeff Foster Phone:410-885-5960 Email:jeff@modconinc.com FSF Number:0000026631 |

Award Notice
Contract No.

| | |
|--|---|
| Vendor Name:J F Sobieski Mechanical (Plumbing) Address:14 Hadco Rd. Wilmington, DE 19804 Primary Contact Name:Dave Ward Phone:302-316-3257 Email:dward@sobieskiinc.com FSF Number:0000026555 | Vendor Name:R C Fabricators, Inc. (Misc. Metal) Address:824 N. Locust St. Wilmington, DE 19801 Primary Contact Name:Jason Suppe Phone:302-573-8989 Email:jsuppe@rcfabricators.com FSF Number:0000026366 |
| Vendor Name:Superior Electric Service (Electrical) Address:36 Gerday Drive Wilmington, DE 19804 Primary Contact Name:Jamie Biscoe Phone:302-658-5949 Email:Jamie@superiorelectric.biz FSF Number:0000026146 | Vendor Name:M & S Painting, Inc. (Painting) Address:PO Box 6137 Wilmington, DE 19804 Primary Contact Name:Jim McElroy Phone:302-995-2623 Email:mspinters@aol.com FSF Number:0000007691 |
| Vendor Name:J & G Acoustical (Doors/Frames/Hardware) Address:118 Sleepy Hollow Drive Middletown, DE 19709 Primary Contact Name:Keith Hopkins Phone:302-285-3630 Email:keith.hopkins@jgbuilding.com FSF Number:0000026062 | Vendor Name:Merit Mechanical (HVAC) Address:39 Albe Drive Newark, DE 19702 Primary Contact Name:John McGirk Phone:302-650-1986 Email:jmcgirk@meritmec.com FSF Number:0000024595 |
| Vendor Name:J & B Caulking, Inc. (Caulking) Address:2242 Glasgow Avenue Primary Jimmy Frazier Phone:302-273-2211 Email:jimmyfrazier@comcast.net FSF Number:0000028443 | Vendor Name:Narissa Building Company (Drywall) Address:501 South Broom St. Wilmington, DE 19805 Primary Contact Name:Goutham Dass Phone:302-507-6028 Email:adass@narissabldgco.com FSF Number:0000465900 |

3. SHIPPING TERMS

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

4. DELIVERY AND PICKUP

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5. PRICING

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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 (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 Brandywine School District 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 BSD19001-Claymont Bid Pac B 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

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. If required, identify additional key items and conditions – or – delete this line entry