

Insert Agency Logo

STATE OF DELAWARE
Office of Management and Budget

July 27, 2020

ISSUED BY: Brian Bassett
Director of Capital Projects
302-645-6686

SUBJECT: **AWARD NOTICE**
CONTRACT NO. CHD1811174-CONST_RSE RShields ES

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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 2 year, 2 months period beginning April 24, 2020 and ending June 1, 2022. Each contract may be renewed for one, one (1) year periods through negotiation between the contractor and Cape Henlopen School District. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. VENDORS

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Vendor Name: Kent Construction Address:2 Big Oak Road Smyrna, DE 19977 Primary Contact Name: Pete Boyer Phone:302-653-6469 Email:peter@kentconstructionco.com	Vendor Name: Brightfields, Inc. Address:801 Industrial Street Wilmington, DE 19801 Primary Contact Name: Jeff Vance Phone:302-507-1571 Email:jvance@brightfieldsinc.com
Vendor Name: Gullwing Contracting Address:728 Toby Collins Lane Harrington DE 19952 Primary Contact Name: Tina Troyer Phone:302-943-0133 Email:tina@gullwingcontracting.com	Vendor Name: L.Wilson Masonry Address: 78 Pond View Lane Harrington DE 19952 Primary Contact Name: Nick Humphreys Phone: 302-398-8240 Email: nick@wilsonmasonrycompany.com
Vendor Name: RC Fabrication Address:824 N. Locust Street Wilmington DE 19801 Primary Contact Name: Matt Suppe Phone:302-420-0821 Email:msuppe@rcfabricators.com	Vendor Name: Delmarva Veterans Builders Address:120 East Market Street Salisbury MD 21801 Primary Contact Name: David Diaz Phone:202-748-7313 Email:david@delmarvaveteranbuilders.com
Vendor Name: HK Griffith Address:115 Happy Lane Newark DE 19711 Primary Contact Name: Tim Brown Phone:302-368-4635 Email:tim@hkgriffith.com	Vendor Name: Salisbury Door Address:8805 Bi-State Blvd Delmar MD 21875 Primary Contact Name: Jay Southard Phone:410-856-2000 Email:jrs@salisburydoor.com
Vendor Name: Walker & Laberge Co. Inc. Address:30235 Fosky Lane Delmar MD 21875 Primary Contact Name: Danny Morton Phone:410-479-9400 Email: dmorton@walkerlaberge-md.com	Vendor Name: Northeast Contractors Address:87 Blue Hen Drive Newark, DE 19713 Primary Contact Name: Rae Blevins Phone:302-286-6324 Email: rae.belvins@northeastcontractors.com
Vendor Name: J&G Acoustical Address:118 Sleepy Hollow Dr Ste 2 Middletown DE 19709 Primary Contact Name: Alexis King Phone:302-285-3630 Email: alexis.king@jgbuildinggroup.com	Vendor Name: Tri-State Carpet Address:1007 Mattlind Way Milford DE 19963 Primary Contact Name: Don Huegel Phone:302-424-1649 Email: dhuegel@tristatecpt.com

Award Notice
Contract No.

Vendor Name: Jamestown Painting Address:830 Dawson Dr Newark DE 19713 Primary Contact Name: Chuck Vernon Phone:302-218-6690 Email: cvernon@jamestownpainting.com	Vendor Name: Modular Concepts Address:54 Wilmon Street Chesapeake City MD 21915 Primary Contact Name: Jeff Foster Jr Phone:410-885-5960 Email: jf@modconinc.com
Vendor Name: Singer Equipment Address:1324 Brass Mill Road Belcamp, MD 21017 Primary Contact Name: David Umlauf Phone:215-796-5915 Email: david.umlauf@singerequipment.com	Vendor Name: Ralph Degli Obizzi & Sons Address:400 Robinson Lane Wilmington DE 19805 Primary Contact Name: Anthony Degli Obizzi Phone:302-652-3593 Email: anthony@degli.com
Vendor Name: Bear Industries Address:15 Albe Drive Newark DE 19702 Primary Contact Name: Charlie Johnston Phone:302-368-1311 Email: cjohnston@bearindustries.com	Vendor Name: Nickle Electric Address:14 Mill Park Court Newark DE 19713 Primary Contact Name: James Vanderslice Phone:302-856-1006 Email: jvanderslice@nickle.com

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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On-Site

5. PRICING

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

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 Tetra Tech 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 CHSD2013_Const_RSE 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.

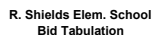
15. AGENCY'S RESPONSIBILITIES

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

Note to Agency: If any of the language in this template conflicts with the language in the contract, the language in this template may be edited as required.





R. Shields Elem. School
Bid Tabulation

7/28/2020

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1			Contract	Contractor	Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4	Alternate 5	Alternate 6	Alternate 7	Alternate 8	Alternate 9	Alternate 10	Alternate 11		
2					Addition & Renovation	Add / Deduct	Add / Deduct	Add / Deduct	Add / Deduct	Add / Deduct	Add / Deduct	Add / Deduct	Add / Deduct	Add / Deduct	Add / Deduct	Add / Deduct		
3				94,890	New School Addition & Renovation	Additional Classrooms A124 and A224	Lower Level Professional Development Center	Classroom VCT in Lieu of Rubber Floor	Cafeteria Outdoor Canopy	Lightning Protection	Cover Board under EDPM	Building Fire Alarm	Additional Landscaping	Roof Deck Patio / Garden Classroom	Lobby C101 Guardrail & Handrail System	Clock System	Total	Total Base + Alts. Selected
125			Bid Pack A / Contract 16		\$ 4,298,517.00													
126			Mechanical															
127				Ralph Degli Obizzi & Sons	\$ 3,941,000.00	\$ 69,000.00	\$ 169,000.00										\$ 4,179,000.00	\$ 4,179,000.00
131																		
132				Low Base Bid Amount	\$ 3,941,000.00	\$ 69,000.00	\$ 169,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,179,000.00	\$ 4,179,000.00
133																		
134			Bid Pack A / Contract 17		\$ 533,780.00													
135			Fire Sprinkler System															
136				Bear Industries	\$ 424,780.00	\$ 2,517.00	\$ 10,617.00		\$ (400.00)								\$ 437,514.00	\$ 437,914.00
137																		
138				Low Base Bid Amount	\$ 424,780.00	\$ 2,517.00	\$ 10,617.00	\$ -	\$ (400.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 437,514.00	\$ 437,914.00
139																		
140			Bid Pack A / Contract 18		\$ 3,350,000.00													
141			Electrical															
142				Nickle Electrical	\$ 2,290,700.00	\$ 22,175.00	\$ 78,750.00		\$ 2,750.00	\$ 37,750.00		\$ 189,700.00				\$ (21,000.00)	\$ 2,600,825.00	\$ 2,408,375.00
146																		
147				Low Base Bid Amount	\$ 2,290,700.00	\$ 22,175.00	\$ 78,750.00	\$ -	\$ 2,750.00	\$ 37,750.00	\$ -	\$ 189,700.00	\$ -	\$ -	\$ -	\$ (21,000.00)	\$ 2,600,825.00	\$ 2,408,375.00