



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

February 2, 2016

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

FROM: STEVEN CHILLAS
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4549

SUBJECT: **AWARD NOTICE-ADDENDUM 1**
CONTRACT NO. GSS15747A-MASONRY
Masonry Work

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

| | |
|--|----------|
| 1. MANDATORY USE CONTRACT | 2 |
| 2. CONTRACT PERIOD | 2 |
| 3. VENDORS | 2 |
| 4. SHIPPING TERMS | 3 |
| 5. PRICING | 3 |
| ADDITIONAL TERMS AND CONDITIONS | 3 |



GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

This contract is for small project masonry work and the size and scope of services will not exceed \$50,000.00 in cost. Contractor is responsible for obtaining a prevailing wage determination for each task order request. Such determination must be attached to the quote issued for the specified task order.

Projects declined due to current work load or type of work involved falling outside of vendor’s capabilities are to be put in writing and provided to the requestor, detailing the reason for declining the job for documentation purposes. Projects cannot be turned down solely on dollar value, as the contract is for small projects not to exceed \$50,000.00 in cost.

1. MANDATORY USE CONTRACT

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

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

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

Each contractor’s contract shall be valid February 15, 2016 through November 30, 2016. Each contract may be renewed for five (5) one (1) 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.

Addendum #1 extends the contract through November 30th, 2017.

3. VENDORS

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

| <u>VENDOR</u> | <u>SUMMARY OF CAPABILITIES</u> |
|---|--|
| GSS15747A-MASONRYV01 Enterprise Masonry Corporation 3010 Bellevue Avenue Wilmington, DE 19802 POC: Gregory Furtaw PH: 302-764-6858 FX: 302-764-6859 EM: gfurtaw@emcbrick.com FSF: 0000027476 | We provide full services for any and all types of masonry, new work, repair work, historical, institutional, horizontal flat work and vertical work. |
| GSS15747A-MASONRYV02 Paul’s Pointing, Inc. 230 n. Thistle Down Drive Kennett Square, PA 19348 POC: Paul Steiner PH: 610-633-2510 FX: 610-793-7751 EM: paulspointing@verizon.net | Brick and stone repair, pointing, cleaning, stabilizing. Masonry restoration, and preservation of historic buildings. Infill openings in masonry buildings, i.e. doors and windows. Structural repairs, i.e. install lintels, through wall flashing, and repair shelf angles. Openings for doors, in masonry walls, grout door frames. Repair, or rebuild brick, stone chimneys and stacks of all sizes. Repair of concrete, reinforced concrete support beams. Apply a variety of coating to all masonry surfaces. Install or repair control joints, in |

| | |
|--|---|
| FSF: 0000018840 | masonry. Repair and pointing of brick and stone walkways, steps and ADA ramps. Exploratory evaluations. |
| GSS15747A-MASONRYV03 The Brick Doctor, Inc. 130 Kruser Blvd. Dover, DE 19901 POC: Reggie Capitan PH: 302-678-3380 FX: 302-629-3010 EM: reggie@thebrickdoctor.com FSF: 0000030676 | Unit pavers brick and/or concrete - repair installation, remove repair base and reinstall. Unit pavers new - install concrete overlay, install over GABC, install pedestal set, install permeable pavers. Masonry repair - repointing, repair to include relaying flat work mortar set brick, steps, ramps. Repairs to concrete, block, and/or stucco walls. Masonry new - retaining walls, step - brick, granite, concrete, masonry flat work sidewalks, patios, block wall, curbs |

4. SHIPPING TERMS

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

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

5. PRICING

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

Prices will remain firm for the term of the contract year. Refer to Pricing Spreadsheets for vendor capabilities and rates. The vendor is not prohibited from offering a price reduction on its services or materials offered under the contract.

ADDITIONAL TERMS AND CONDITIONS

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

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 Government Support Services 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 GSS15747A-MASONRY 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

Award Notice ADDENDUM 1

Contract No. GSS15747A-MASONRY

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>.