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YOU MUST PURCHASE
THE PROPOSAL TO
SUBMIT A BID.**

Delaware State Housing Authority

Proposed Repairs & Renovations to Administrative Offices

Request for Proposal

August 26, 2019

**- *Deadline to Respond* -
September 26, 2019
*2:00 PM (Local Time)***

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ALL BIDDERS- CONTRACTORS

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Proposed Repairs and Renovations to Administrative Offices. The proposal consists of the following:

Contents:

- I. INTRODUCTION
- II. INSTRUCTIONS FOR PROPOSAL
- III. PROPOSAL EVALUATION PROCEDURES
- IV. MANDATORY PREBID MEETING
- V. DEFINITIONS AND GENERAL PROVISIONS
- VI. PROPOSAL REPLY SECTION

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed, plain envelope inscribed only with the title of the project, Contractor name and address, time and date of the proposal opening, and must be received prior to **September 26, 2019 at 2:00 PM** (Local Time) to be considered.

Proposals must hand delivered or mailed to:

Delaware State Housing Authority
18 The Green, Dover DE 19901

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal (RFP). Should you need additional information, please call Steve Gherke at 302-739-4263 or email steve@destatehousing.com.

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I. INTRODUCTION

A. BACKGROUND INFORMATION

Delaware State Housing Authority is a public corporation in the Executive Department of the State of Delaware created in 1968. The Administrative Offices which consist of (6) historic townhome style buildings and (1) accessory structure are the subject of the renovation. With the exception of the accessory structure, the buildings will be occupied and continue to serve the public during construction. The successful bidder shall obtain and pay for all permits required for this project as part of their overall bid.

1. COMPETITIVE SEALED PROPOSAL

It has been determined by Delaware State Housing Authority that this solicitation be offered as a request for competitive sealed proposal, because the use of competitive sealed bidding is not practical and/or not in the best interest of the owner. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with vendors concerning technical and price aspects of their proposals; or
- Afford vendors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the only determining factor.

2. SCOPE OF WORK

The historical project consists of re-roofing, roof repair, façade renovation, window restoration/replacement, fire escape reconstruction and rebuilt accessory.

3. CONTRACT REQUIREMENTS

The Owner will evaluate bids in response to this solicitation, and will award a contract to the responsible bidder whose bid, conforming to this solicitation, will be most advantageous to the owner considering price and experience.

4. CONTRACT PERIOD

This contract period shall be within 120 calendar days from the time schedule established in the Notice to Proceed issued by the Contracting Officer.

B. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing seven days prior to the date for the receipt of bids. All questions will be answered in writing by and posted on <http://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

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Bidders shall notify the Architect promptly of any ambiguity, inconsistency, error or insufficiency that they may discover upon examination of the bidding documents or of the site and local conditions.

C. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to Architectural Alliance, Inc. Address all communications to the person listed below. Contractors should rely only on written statements issued by the RFP designated contact.

**Robert Bartilomo
Architectural Alliance, Inc.
1309 Veale Rd.
Suite 22
Wilmington, DE 19810
b.bartilomo@archalli.com**

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

Addendum - If necessary an Addendum will be issued to all Contractors attending the Pre-Bid meeting to clarify information prior to the Bid due date. No addendum will be issued within three days of the Bid due date. Any such Addendum shall be issued via email to Contractors.

II. INSTRUCTIONS FOR PROPOSAL

A. INTRODUCTION

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Contractor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. DEFINITIONS

BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Request for Proposal, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Requirements, the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications and all Addenda issued prior to execution of the Contract.

CONTRACT DOCUMENTS: The Contract Documents consist of the, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.

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AGREEMENT: The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Owner and instructions to bidders.

ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

BIDDER: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.

BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

CONTRACTOR: An individual, partnership or corporation who contracts with the Owner to perform the work included in these Contract Documents.

OWNER: Delaware State Housing Authority. References to the "Owner" in this Request for Proposals and in any Contract Document apply only to the Delaware State Housing Authority, and shall have no application to the State of Delaware generally, or to any other agency or instrumentality of the State of Delaware.

SUB CONTRACTOR: An individual, partnership or corporation who contracts with the Contractor to furnish labor at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.

BASE BID: The sum stated in the bid for which the Bidder offers to perform the work described as the base bid, to which work may be added or deducted for sums stated in alternate bids, (if any are required to be stated in the Bid).

ALTERNATE BID (OR ALTERNATE): An amount stated in the Bid, where applicable, to be added or to be deducted from the amount of the Base Bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted.

BID BOND & PAYMENT BOND: All bidders are required to have a 10% Bid Bond and 100% Payment/Performance Bond. Will need Bid Bond. For Payment/Performance Bond, need pricing only on bid form. Awarded Contractor will need to procure actual bonds.

UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials or services as described in the Contract Documents.

SUB-BIDDER: One who submits a Bid to a Bidder for materials or labor or both, for a portion of the work.

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C. PROPOSAL RESPONSE

The Bidder's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures **MUST** be initialed by Bidder's representative completing the bid submission.

Bidders' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

D. NON-CONFORMING PROPOSALS

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely with the Owner.

E. CONCISE PROPOSALS

The Owner discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The Owner's interest is in the quality and responsiveness of the proposal.

F. COVER LETTER

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Owner's ability to provide the services specified in the RFP, and should include a brief summary of the Bidder's experience providing similar renovations. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with Delaware State Housing Authority.

G. BIDDER'S REPRESENTATION

Each Bidder by making his bid represents that he has read and understands the Bidding Documents; that the information contained therein is complete in all respects, and his Bid is made in accordance therewith; that he has visited the site and familiarized himself with the local conditions under which the work is to be performed; and that his Bid is based upon the materials, systems, and equipment described in the Bidding Documents; or on equal materials, systems, and equipment as required by the Bidding Documents without exceptions.

H. BID BOND REQUIREMENT

Each proposal shall be accompanied by a Bid Bond utilizing The American Institute of Architects AIA Document A310 or by a certified check from a solvent bank or trust company, made payable to the Owner in an amount equal to 10% of the amount of the proposal, as an evidence of good faith, and to the effect that, if the proposal of the Bidder is accepted, the Bidder will enter into the Contract. Certified checks, or bonds, of unsuccessful Bidders will be returned (a) after the Contract is executed, or (b) when the specified time has elapsed so that bids may be withdrawn, or (c) when all bids have been rejected. If a Surety Bond is submitted with the proposal, the Attorney-in-fact who executed the bond of behalf of the Surety shall affix to the bond a certified and current copy of his Power of Attorney. All bonds must be provided by a corporate surety company licensed to provide bonding in the State of Delaware and whose name appears

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on the U.S. Treasury's Department's list of acceptable surety companies. The Owner reserves the right to retain the security of the three (3) highest scoring bidders until the most qualified Bidder executes a contract or until sixty (60) days after Bid opening, whichever period is shorter. The bid security of all other Bidders will be returned upon award of contract. Should a successful Bidder refuse or neglect to execute a formal Contract after the award is given, the bid security deposited by the successful Bidder shall be taken and will become the absolute property of the Owner as liquidated damages. The Owner shall forthwith proceed to collect the Bid Bond taken. The Owner may then award the Contract to the most qualified Bidder or advertise for new bids.

I. PERFORMANCE AND PAYMENT BOND REQUIREMENT

Prior to execution of the Contract, the Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in an amount equal to 100% of the amount of the Contract. The Bonds shall be submitted utilizing The American Institute of Architects AIA Document A312. Bonds may be secured through the Bidder's usual sources, but must be provided by a corporate surety company licensed to provide bonding in the State of Delaware, and the cost shall be included in the proposal. The surety must also be listed on the U.S. Treasury Department's list of acceptable sureties.

J. CONTRACTOR AND SUBCONTRACTOR BONDING AND LICENSE REQUIREMENTS

Bidders shall comply with the current Delaware Department of Revenue's Regulations with regard to contractor licensing and Bonding requirements. Bidders shall also verify and insure all their subcontractors' compliance with said regulations.

K. SUBCONTRACTORS LIST

Names of Subcontractors: Fill in, in complete detail where called for on Attachment 7, the names and addresses of all Subcontractors whom you intend to employ for this project.

NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. No bid will be considered unless names and addresses of the Subcontractors are included.

L. OWNER'S REQUIREMENTS FOR INSURANCE BY CONTRACTOR

Successful Bidder shall show Proof of Insurance as follows:

1. Minimum \$1,000,000 Combined Single Limit General Liability
2. Minimum \$100,000/\$500,000 Workers Compensation
3. Minimum \$1,000,000 Automobile Liability
4. Minimum \$1,000,000 Umbrella Coverage
5. Endorsements for PER JOB/PER PROJECT AGGREGATE, Delaware State Housing Authority
6. Architectural Alliance and Delaware State Housing Authority to be named as an additional insured
7. Waiver of Subrogation clause to be attached

M. TIME OF COMPLETION AND LIQUIDATED DAMAGES

1. No Liquidated damages apply to this project.
2. The Work of this Contract shall be completed within 120 days from Notice to Proceed.

N. MANDATORY PRE-BID MEETING

General: A meeting of representatives of the Owner, the Architect and prospective Bidders will be held on the date, time and place announced in the Request for Proposal, to discuss the Bidders questions and allow them to view the work site.

Decisions. An Addendum containing all decisions made at the meeting, including any changes in categories of subcontractors to be listed, will be issued promptly to all bidding Contractors. These decisions will be binding on all Bidders.

O. CONDITIONS OF WORK

Site Visits. All site visits other than the Pre-Bid meeting shall be scheduled thru Steve Gherke. (302.739.4263 x252). Because this is an occupied private facility, no unescorted tours may be made.

Work Schedule. Work on the unoccupied area of this project may be done during any hours or days of the week, as arranged with the Owner. Work in currently occupied areas should generally be conducted during normal business hours, except as needed and specifically arranged in advance with the Owner. All work times must be coordinated with the Project Manager. The Owner will continue operations through the duration of the project. Contractor shall supply a proposed schedule of work which will include start and stop dates and duration of any shut downs. Any change in schedule shall be reported to the Project Manager.

Recent Relevant Similar Work. Bidders shall provide a list of at least (3) recent historical projects they have completed in similar size and scope to this Project. List shall include the name and address of the contact person for the project, in addition to the start and finish dates of the project.

General Conditions. All work shall be performed and all business conducted according to the General Requirements and all Contract Documents issued as part of this work.

Bid Bond (all bidders), Payment and Performance Bonds (Successful Bidder). All bidders are required to provide the 10% Bid Security as required by the specifications. Only the successful bidder will be required to provide the 100% Performance and Payment Bonds. These bonds must cover 100% of the cost of the contract, and are to be secured from companies holding certificates of authority from the US Department of Treasury in conformance with 31 CFR part 223, "Surety Companies Doing Business with the United States". Bids must separately indicate the cost of performance and payment bonds that are included in the total bid price.

Bid Due Date. Bids are due by 2:00 P.M. local time on Thursday, September 26, 2019. Bids shall be submitted in a sealed, plain envelope inscribed only with the title of the project, Contractor name and address, time and date of the proposal opening. The bid itself shall be enclosed in a separate envelope. Any bid form not accompanied by the required Bid Proposal Form including: Lump Sum Base Bid, Add Alternates, Unit Prices, Trade Classifications and Costs, and Change order Requirements will be rejected. In addition to the above Attachment 1, also include in the bid Attachments 2 through 14.

Addendum If necessary an Addendum will be issued to all Contractors attending the Pre-bid meeting to clarify information prior to the Bid due date. No addendum will be issued within three days of the Bid due date. Any such Addendum shall be issued via email to Contractors.

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Delaware State Housing Authority

Should you have any questions or concerns regarding this project, please contact Steve Gherke. (302.739.4263 x252), email steve@destatehousing.com.

P. NUMBER OF COPIES WITH MAILING OF PROPOSAL

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The Owner reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two (2) paper copies. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a Contractor signature. The remaining copy does not require an original signature.

All properly sealed and marked proposals are to be sent to The Delaware State Housing Authority and received no later than **2:00 PM** (Local Time) on **Thursday, September 26, 2019**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**18 The Green
Dover, DE 19901**

Any proposal received after the date and time deadline referenced above shall not be considered and shall be returned unopened. The proposing bidder bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of bidder proposals, each bidder shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

Q. PROPOSAL EXPIRATION DATE

Bidder guarantees bids to be valid for not less than 60 days from bid due date.

R. WITHDRAWAL OF PROPOSALS

A Contractor may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

S. PROPOSAL MODIFICATIONS

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

T. CONSIDERATION OF BIDS

Acceptance and Rejection:

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1. The Owner shall have the right to accept any Bid or to reject any or all Bids and in particular to reject any bid not accompanied by bid security or in any other way incomplete or irregular. The Owner shall have the right to waive any informality or irregularity in any Bid received.
2. If an award is made, it is the intention of the Owner to make the award to the bidder according to price and experience so long as not to exceed the funds available.
3. The Owner reserves the right to reject any subcontractor listed with a Bid. If so done, the Bidder shall substitute a different subcontractor, and re-submit his Bid with a Bid based on the new subcontractor.

IV. FORM OF OWNER/CONTRACTOR AGREEMENT (CONTRACT)

1. The form of Owner/Contractor agreement will be AIA Form A101, a Standard Form of Agreement between Owner and Contractor where the Basis of Payment is a Stipulated Sum.
2. Alternate Bid (or Alternate): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted.
3. Bid Bond & Payment Bond: All bidders are required to have a 10% Bid Bond and 100% Payment/Performance Bond. Will need Bid Bond. For Payment/Performance Bond, need pricing only on bid form. Awarded Contractor will need to procure actual bonds.
4. Unit Price: An amount stated where applicable, as a price per unit of measurement for materials or services as described in the Contract Documents.
5. Bidder: One who submits a Bid for a contract with the Owner for the work described in the Contract Documents.
6. Sub-Bidder: One who submits a Bid to a Bidder for materials or labor, or both, for a portion of the work.

V. LATE PROPOSALS

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the title of the project, Contractor name and address, time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

W. SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Bidder certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.

Requests for substitutions must be submitted to the Architect during the bid period within five (5) working days of the bid due date. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.

See also Section 01 3300 Submittal Procedures for additional requirements.

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X. ADDENDA

If it becomes necessary to revise any part of this RFP, revisions will be posted at <http://bids.delaware.gov/>. By submitting an offer to the Owner, Contractors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposal.

Addenda will be emailed to all who are known by Steve Gherke, Delaware State Housing Authority, to have received a complete set of the Bidding Documents and whom are invited Bidders.

2. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
3. No Addenda will be issued later than 3 working days prior to the date for receipt of Bids.
4. Each bidder shall ascertain prior to submitting his Bid that they that they have received all Addenda issued, and he shall acknowledge their receipt in their Bid in the appropriate space.

Y. BIDDING PROCEDURE

Bid Forms and Attachments:

1. Submit Bids on the Bid Forms and attachments found herein.
2. Submit two copies of the Bid Form with the Master copy having an original signature. Bid forms may be removed from the Project Manual and copied for this purpose.
3. Fill in all blanks on the Bid Form by typewriter or manually in ink.
4. Where so indicated by makeup of the Bid Form, express sums in both written out words and figures, and in case of discrepancy between the two, the written out amount in words shall govern.
5. Any interlineation, alteration or erasure must be initialed by the signer of the Bid.
6. Bid all requested alternates and unit prices, if any.
7. Make no additional stipulations on the Bid Form nor qualify the Bid in any other manner.
8. Each copy of Bid shall include the legal name of Bidder and a statement whether Bidder is a sole proprietor, a partnership, a corporation, or another legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an Agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

Substitutions

1. Requests for substitutions must be submitted during the bid period within (5) working days of bid due date.
2. See also Section 01 3300 Submittal Procedures for additional requirements.

Z. INCURRED EXPENSES

The Owner will not be responsible for any expenses incurred by the Bidder in preparing and submitting a proposal.

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AA. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Contractor's offer to meet the requirements of the RFP.

BB. DISCREPANCIES AND OMISSIONS

Bidder is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of Bidder. Should Bidder find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, bidder shall notify the Owner, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of bidder's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

CC. PROJECT REFERENCES

Provide at least three (3) project references consisting of current or previous customers of similar historical scope and value using Attachment 6. Include project name, contact name, address, phone number, contract price, scope of work, owner entity and start/finish dates.

DD. DOCUMENT(S) EXECUTION

All Bidders must complete and submit with its proposal the Non-Collusion Certification that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded Bidder(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with Delaware State Housing Authority.

The Delaware State Housing Authority requires completion of the W-9 Form to make payments to contractors. It is the Contractor's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services. Where appropriate, CONTRACTOR is requested to provide payment information so that any remittance may be delivered via automated clearing house ("ACH") transactions.

Any questions about completing these forms or specific comments about a form that you have submitted, please contact Steve Gherke at 302-739-4263; or by email steve@destatehousing.com.

EE. SUBCONTRACTOR LIST

Names of Subcontractors: Fill in, in complete detail where called for on Attachment 7, the names and addresses of all Subcontractors whom you intend to employ for this project.

NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. No bid will be considered unless names and addresses of the Subcontractors are listed.

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GG CONFIDENTIALITY

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the bidder's proposal will be treated as confidential during the evaluation process. As such, Bidder proposals will not be available for review by anyone other than the Owner/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any bidder's information to a competing bidder prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the Owner and a decision on contract award is made, the content of selected and non-selected bidder proposals will likely become subject to FOIA's public disclosure obligations.

HH. ATTACHMENTS

- Attachment 1 – Bid Proposal Forms: Lump Sum Base Bid, Add Alternates, Unit Prices, Trade Classifications and Costs, DSHA Change Order Requirements
- Attachment 2 – Non-Collusion Certification
- Attachment 3 – Statement of Compliance with the Occupational Safety and Health Act
- Attachment 4 – Request for Interpretation
- Attachment 5 – Contractor Information Form
- Attachment 6 – Historical Project Reference Form
- Attachment 7 – Subcontractor's List
- Attachment 8 – Cover Letter – Guidelines
- Attachment 9 – DSHA Supplier Diversity Action Plan
- Attachment 10 – Prevailing Wages for Building Construction – March 15, 2019
- Attachment 11 – AIA Document A701™ - 2018 Instructions to Bidders
- Attachment 12 – AIA Document A201™ - 2017 General Conditions of the Contract for Construction
- Attachment 13 – AIA Document A101™ - 2017 Exhibit A Insurance and Bonds
- Attachment 14 – AIA Document A101™ - 2017 Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

III. PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. OWNER'S RIGHT TO REJECT PROPOSALS

Owner reserves the right to reject any or all proposals in whole or in part, item by item, or lump sum total, whichever is determined to be the most advantageous to the Owner. Bidders submitting proposals may be afforded an opportunity for discussion. Bidders may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Bidders who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Bidders during the negotiation process.

2. OWNER'S RIGHT TO CANCEL SOLICITATION

The Owner reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Owner makes no commitments expressed or implied, that this process will result in a business transaction with any bidder.

This RFP does not constitute an offer by the Owner. Bidders participation in this process may result in the Owner selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the Owner to execute a contract nor to continue negotiations. The Owner may terminate negotiations at any time and for any reason, or for no reason.

3. DELIVERY OF PROPOSALS

Bids shall be submitted in a sealed, plain envelope inscribed only with the title of the project, Contractor name and address, time and date of the proposal opening. The bid itself shall be enclosed in a separate envelope. Proposals forwarded by U.S. Mail shall be sent to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable address also stated in this RFP.

**Delaware State Housing Authority
18 The Green
Dover, DE 19901**

All proposals will be accepted at the time and place set in the RFP. Bidders bears the risk of delays in delivery and any delivery costs for returned proposals. Proposals received after the time set for public opening will be returned unopened.

4. PUBLIC OPENING OF PROPOSALS

The proposals shall be publicly opened at the time and place specified by the Owner. Bidders or their authorized representatives are invited to be present.

Only the bidder's name and address will be read aloud during the bid opening process.

5. DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a vendor and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the Contractor by federal, any state or any local governments within the last five (5) years.

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e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.

f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

g. Non attendance of mandatory pre-bid meetings shall be cause of disqualification.

6. AUTHORITY OF THE OWNER

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Owner shall be final and binding.

B. RESPONSIVENESS AND RESPONSIBILITY OF BIDDER

Owner shall award this contract to the most responsible and responsive bidder vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
 - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
 - b. It is unacceptable;
 - c. The proposed price is unreasonable; or
 - d. It is otherwise not advantageous to the Owner.
2. Bidders whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of bidders -- It shall be determined whether a bidder is responsible before awarding a contract. Factors to be considered in determining if a bidder is responsible include:
 - a. The bidder's financial, physical, personnel or other resources, including subcontracts;
 - b. The bidder's record of performance and integrity;
 - c. Any record regarding any suspension or debarment;
 - d. Whether the bidder is qualified legally to contract with the Owner;
 - e. Whether the bidder supplied all necessary information concerning its responsibility.
4. If a bidder is determined to be non-responsible, the bidder shall be informed in writing.
5. The Owner reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the bidder. All bidders will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

C. PROPOSAL EVALUATION COMMITTEE

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The Proposal Evaluation Committee (“Committee”) is comprised of representatives of the Owner and Architect.

The Committee reserves the right to

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all bidders during the contract review and negotiation.
- Negotiate any aspect of the proposal with any bidder and negotiate with more than one bidder at the same time.

Owner reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the Owner.

D. REQUIREMENTS OF THE OWNER

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of The Contractor to provide Proposed Repairs & Renovations to Administrative Offices as described in the application.

E. CRITERIA AND SCORING

EVALUATION CRITERIA			
		PERCENTAGE	POINTS
1.	Proposed costs to provide renovations contained herein	25	25
2.	Demonstrated ability to perform renovations requested	25	25
3.	Capacity to perform renovations requested herein	25	25
4.	Contractor reputation, resources, assets, financial resources, years in business and references	25	25
TOTAL SCORE		100%	100

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal’s response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

F. REFERENCES

Due to the historic significance of the project and the specific conservation skills required, bidders are required to provide references for historical work that has been performed by the firm. The Owner may make such investigations, as they deem necessary to determine the ability of bidder to perform the work. The Owner reserves the right to reject any bid if investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract, and to complete the work

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contemplated therein. The Committee may contact any customer of the bidder, whether or not included in the bidder's reference list, and use such information in the evaluation process.

IV. MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting has been scheduled for Thursday, September 5, 2019. **This is a mandatory meeting.** If a Bidder does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

V. DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance and Payment Bond is applicable unless waived.

A. GENERAL PROVISIONS

1. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The Bidder shall examine carefully the proposal and the contract forms for the material contemplated. The Bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Bidder has made examination of the aforementioned conditions.

2. PUBLIC INSPECTION OF PROPOSALS

All documents submitted as part of the Bidder's proposal will be deemed confidential during the evaluation process. Bidder proposals will not be available for review by anyone other than the Owner/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any bidder's information to a competing bidder prior to award of the contract.

3. LAWS TO BE OBSERVED

The Bidder is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Bidder shall indemnify and save harmless the Owner against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor (s).

4. APPLICABLE LAW AND JURISDICTION

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

5. SEVERABILITY

If any term or provision of the Agreement (or any of the Contract Documents) is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of the Agreement (and the Contract Documents, as applicable), but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

6. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Bidder at its own expense.

7. EMERGENCY TERMINATION OF CONTRACT

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Bidder is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Owner, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

8. EQUALITY OF EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The Contractor agrees to post in conspicuous places, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin."

9. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Bidder shall either furnish the Owner with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French

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Street, Wilmington, DE 19899 or by telephone to one of the following numbers: 302-577-8778.
<http://revenue.delaware.gov/services/BusServices.shtml>

10. INDEMNIFICATION

a. General Indemnification

By submitting a proposal, the proposing Bidder agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Owner, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the bidder's its agents and employees' performance work or services in connection with the contract.

11. SUPPLIER DIVERSITY ACTION PLAN – SEE ATTACHMENT

12. PAYMENTS AND COMPLETION

APPLICATION FOR PAYMENT

- a. Applications for payment shall be made upon AIA Document G702. A ten percent (10%) holdback will be required until 50% construction completion. The holdback may be reduced to five percent (5%) at 50% construction completion with written request from the Contractor and with the approval of the Owner and Architect. This retainage may become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.
- b. A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.
- c. Section 6516, Title 29 of the Delaware Code annualized interest is not to exceed 12% per annum beginning thirty (30) days after the "presentment" (as opposed to the date) of the invoice.

SUBSTANTIAL COMPLETION

- a. The time of substantial completion of the project in accordance with the Agreement and architect approval. Substantial completion is typically defined as the date that all parties acknowledge through written documentation that 100% of the renovations are completed.
- b. If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.

FINAL PAYMENT

- a. Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):

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1. Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid;
2. An acceptable RELEASE OF LIENS;
3. Copies of all applicable warranties;
4. GENERAL REQUIREMENTS;
5. Operations and Maintenance Manuals;
6. Consent of Surety to final payment.

The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

c. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the Owner shall be the sole judge of the term "reasonable". If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the Owner will forthwith proceed to collect for nonperformance of work.

d. PERSONNEL, EQUIPMENT AND SERVICES

- a. The Bidder represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Contractor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the Owner. Only those subcontractors identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

e. MINIMUM WAGE RATES

The Delaware Department of Labor has determined that work under this central contract is subject to prevailing wage.

f. PREVAILING WAGE

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The prevailing wage law, 29 Del. C. § 6960, is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$500,000 for new construction (including painting and decorating) or \$45,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

g. DISPUTE RESOLUTION

At the option of, and in the manner prescribed by the, Delaware State Housing Authority the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the Owner elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by Owner, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of the Owner for final and binding arbitration. The Owner reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

h. TERMINATION OF CONTRACT

The contract awarded as a result of this RFP may be terminated as follows by Delaware State Housing Authority.

a. Termination for Cause: If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.

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On receipt of the contract cancellation notice from the State, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- b. **Termination for Convenience:** DSHA may terminate this Contract at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contractor is terminated by DSHA as provided herein, the CONTRACTOR will be paid only for work completed. If the Contract is terminated due to the fault of the CONTRACTOR, Paragraph a, above, relative to termination shall apply

i. CHANGES IN THE WORK

The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Submissions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.

The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.

The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.

"DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes prevailing wage rates plus a maximum multiplier of 1.35 times DPE. For example, if the prevailing wage rate is \$50/hour, the DPE would be \$67.50/hour (50 x 1.35).

"Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.

In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes

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the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

j. TESTING AND INSPECTION

The Owner reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

k. AFFIRMATION

The Bidder must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

I. AUDIT ACCESS TO RECORDS

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the Owner, upon request, such records for a period of five (5) years from the date services were rendered by the Contractor.. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official Owner representative in the performance of their duties under the Contract. Upon notice given to the Contractor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Owner for disallowances shall be drawn from the Contractor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

61. IRS 1075 Publication (If Applicable)

Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All Work will be performed under the supervision of the Contractor or the Contractor's responsible employees.

62. SUBCONTRACTS

Subcontracting is permitted under this RFP and the Contract Documents. However, every subcontractor shall be identified in the Proposal (Attachment 7) and agreed to in writing by the Owner or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

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The Contractor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Contractor shall be liable for any non-compliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the Owner.

63. THE OWNER'S RESPONSIBILITIES

The Owner shall

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Owner 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 Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

Any obligation or requirement applicable to the Owner in the Contract Documents or the Agreement shall be solely an obligation of the Delaware State Housing Authority. No obligation of the Owner to the Contractor, arising under the Contract Documents, the Agreement or any other source, shall be binding upon the State of Delaware generally or any agency or instrumentality of the State of Delaware other than the Delaware State Housing Authority.

64. ASSIGNMENT OF CONTRACT

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall insure to the benefit of

the surviving or remaining member(s) of such partnership as approved by the Contracting Officer. This contract shall not be assigned except by express prior written consent from the Owner.

65. NOTICE

Any notice to the Owner required under the contract shall be sent by registered mail to:

**Steve G. Gherke
Delaware State Housing Authority
18 The Green
Dover, DE 19901**

66. NO PRESS RELEASES OR PUBLIC DISCLOSURE

The Owner reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the Owner with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the Owner.

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The Owner will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

B. AWARD AND EXECUTION OF CONTRACT

CONSIDERATION OF PROPOSALS

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Owner or its agent, the best interest of the Owner will be promoted thereby.

2. AWARD OF CONTRACT

Within sixty (60) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

3. EXECUTION OF CONTRACT

The Bidder (s) to whom the award is made shall execute a formal contract within sixty (60) days after date of official notice of the award of the contract.

VI. PROPOSAL REPLY SECTION

Proposed Repairs & Renovations to Administrative Offices

Please fill out the attached forms fully and completely and return with your proposal in a sealed, plain envelope inscribed only with the title of the project, Contractor name and address, time and date of the proposal opening.

A mandatory pre-bid meeting has been scheduled for Thursday, September 5, 2019 at 10:00 a.m.. **This is a mandatory meeting.** If a Bidder does not attend this meeting; they shall be disqualified and shall not be considered for further evaluation. **Proposals must be hand delivered or mailed to:**

**DELAWARE STATE HOUSING AUTHORITY
18 THE GREEN
DOVER, DE 19901**

THIS COPY IS FOR ATTACHMENTS INFORMATION ONLY.

The following attachments are required to be included in the final submission package.

YOU MUST PURCHASE THE PROPOSAL TO SUBMIT A BID.

Attachment 1 – Bid Proposal Forms: Lump Sum Base Bid, Add Alternates, Unit Prices, Trade Classifications and Costs, DSHA Change Order Requirements

Attachment 2 – Non-Collusion Certification

Attachment 3 – Statement of Compliance with the Occupational Safety and Health Act

Attachment 4 – Request for Interpretation

Attachment 5 – Contractor Information Form

Attachment 6 – Historical Project Reference Form

Attachment 7 – Subcontractor's List

Attachment 8 – Cover Letter – Guidelines

Attachment 9 – DSHA Supplier Diversity Action Plan

Attachment 10 – Prevailing Wages for Building Construction – March 15, 2019

Attachment 11 – AIA Document A701™ - 2018 Instructions to Bidders

Attachment 12 – AIA Document A201™ - 2017 General Conditions of the Contract for Construction

Attachment 13 – AIA Document A101™ - 2017 Exhibit A Insurance and Bonds

Attachment 14 – AIA Document A101™ - 2017 Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*