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Addendum No. 4

OWNER: Delaware Army National Guard (DEARNG)

PROJECT: **DESIGN-BUILD PROJCT – BEATHANY BEACH TRAINING SITE (BBTS)
TRASIENT TRAINING OFFICER QUARTERS**

LOCATION: Bethany Beach, Delaware

DEARNG Contract No.: 2020-16
National Guard PN No: 100103

Tt Project No. 213-76984-22001

Addendum No. 04
to
RFP Bridging Documents
September 8, 2023

To: ALL BIDDERS

This ADDENDUM forms a part of the BIDDING AND CONTRACT DOCUMENTS and modifies the following documents:

Original RFP DRAWINGS dated June 20, 2023
RFP MANUAL dated June 20, 2023

Acknowledge receipt of the ADDENDUM in the space provided on the FORM OF PROPOSAL

This ADDENDUM consists of two (2) pages and the following:

4.1 GENERAL

- A. All questions and to purchase the RFP package please email Tabi Heath at Tetra Tech tabi.heath@tetrattech.com. Please also copy the following addresses: michael.berninger@tetrattech.com, chuck.dobbs@tetrattech.com, DENationalGuard@tetrattech.com.
- B. Critical Dates:
1. **Bid Due Date: CHANGED TO Monday, September 18, 2023 @1:00pm**
 2. Cut off for questions and clarifications: **Tuesday 9/11/23, by COB (EST).**

4.2 REQUEST FOR PROPOSAL (RFP) & SCOPE OF WORK (SOW) MODIFICATIONS

- A. **B.1 Procurement Requirements**

1. 00 21 13 Instructions to Bidders: **REPLACE** Instructions to Bidders in its entirety with **REVISED** one attached to this addendum. Please ensure it is read in its entirety, updated sections are in “red” text throughout the document.
2. 00 41 13; Bid Form: **REPLACE** Bid Form in its entirety with **REVISED** one attached to this addendum.

B. C. Division 01 – General Requirements

1. 01 02 00.00 48 Statement of Work; Part 02 Applicable Criteria and Coordination with Local Authorities (Page 249 of RFP). **CHANGE** “LEED Version 3” to read “Version 4.”

C. RFP (Entire Document):

1. **CHANGE** All references to “LEED NC 2009” and/or “LEED v3” to read as “LEED v4” or “LEED Version 4.”

D. General Clarification:

1. **The Design/Construction for these facilities must comply with all US Department of Defense Unified Facilities Criteria (UFC’s). If you have limited knowledge of the USF’s please be advised that some UFC requirements are more restrictive than the International Building Code (IBC) codes and National Fire Protection Association (NFPA) Standards and Building Code. The following are a few examples that will be pertinent to this project:**
 - UFC 3-520-01 requires that all electrical conductors be installed in EMT, RGS, and LFMC conduits.
 - UFC 1-200-01 requires that the energy profile of the building exceeds the ASHRAE 90.01 base standard by 30%.
 - UFC 3-301-01 – Prohibits the use of wood foundations for all permeant structures.**Current versions of the UFC’s can be obtained from the following web site: <https://wbdg.org/ffc/dod>**

4.3 DRAWING MODIFICATIONS - N/A

4.4 QUESTIONS/CLARIFICATIONS

Question No.1: Section 3.2.1 Submission Requirements for 3.2 Volume 2 – Tab B – Subfactor 2 – Key Subcontractors states the following. “Submit no more than five (5) Submitter Experience and Past Performance forms for each Key Subcontractor, using the same requirements as described in the RFQ Submitter Experience submission requirements, including past performance ratings or references.” Can you please confirm that you wish for firms to submit these for our key subcontractors as the form was not provided with the RFP documents as noted? (Sheet 29)

Response: **CHANGE the wording for 3.2.1 to the following:**

Submission Requirements: Identify the following Key Subcontractors:

3.2.1.1 Professional Design Team:

- Provide company name, address, and the project manager for the Design team Lead, and their key subconsultants (Architect, Civil Engineer, Structural engineer, Mechanical Engineer, Plumbing Engineer, and Electrical Engineer).
- Provide a brief (one page max) description of the Design team’s involvement in the project, in relation to the phases of the project (Programming, Design and Construction).
- Provide examples of five similar projects for the Design Team Lead firm with a programmatic preference for Barracks for the US Military.”

3.2.1.2 Construction Contractors: See the Bid Form issued with this Addendum for the information needed for the construction subcontractors.

Question No.3: Do you have any info on how long the timber piles will need to be?

Response: **The important clarification relative to this question is that timber foundations are not allowed per the Structural UFC 3-301-01. Secondly the representing of the foundation as**

piles on the Architectural elevations drawing primarily was to show that the finished floor needs to be at a higher elevation than the current grade. How the finished floor is achieved and the actual foundation system is flexible (aside from the no wood foundation requirement). Any non-wood foundation system that complies with the soil bearing capacities shown in the Geo Tech report, and that is acceptable by the building code (IBC 2018) will be accepted.

- Question No.4:** Please confirm if there is any HVAC Controls needed for this project that will be required to connect to an existing Automated Building Automation system in place for DEARNG?
Response: **There is not an existing facility based BAS system, so this is not a requirement. But, all HVAC equipment's internal controls need to be bac/net compatible.**
- Question No.5:** Is a landscape irrigation system required? Section 5.6 Landscape Irrigation of the State of Work / 01 02 00.00 48 is not clear.
Response: **A landscape irrigation system is not required.**
- Question No.6:** 1.10.1.5 lists the base bid foundation as concrete grade beam with auger cast concrete pyles. Auger Cast Concrete Pyles are not recommended to support a podium structure. Please consider another deep foundation type for the base bid.
Response: **Since the Alternate for foundation types was eliminated in Addendum 3, this also eliminated a required basis of design for the foundation. As noted in the Question 3 response above, the type of foundation is flexible, as long as it complies with the Geo technical report recommendations, and the building code.**
- Question No.7:** The Amendment 02 BID FORM lists four option types. Section 1.10 of the RFP lists 13 options or alternate options. Please clarify if pricing is required for the options/alternates listed in section 1.10. If so, please revise the bid form to include room for the requested option/alternate.
Response: **The only Alternates required are per the Bid form issued in this Addendum (originally changed in Addendum 3).**
- Question No.8:** RFP plans indicate modular structure as an allowable construction type. The modular manufacturers are based on a wood structure. Is wood framing for the buildings allowed?
Response: **Yes – wood is an acceptable material for the structure of the building shell. See response 3 and 6 above for the foundation.**
- Question No.9:** Please extend the bid date due to manufactures and subcontractors bid schedules.
Response: **The Bid due date was changed in Addendum 3 to September 18, 2023 (1:00 PM EST), and that timeframe is unchanged with this Addendum 4.**
- Question No.10:** Does this project have US Citizenship requirements for access to site or working on the site?
Response: **No. The only requirement for working on site is that Contracting team's technicians need to have passed a State of Delaware authorized security / background check.**
- Question No.11:** Will this project need to be in compliance with the Delaware Apprenticeship program?
Response: **Yes**
- Question No.12:** Is the project Tax Exempt for materials installed that will remain permanently in place on the project?
Response: **No**
- Question No.13:** Are FFE items to be included in base bid? If so, please list what items are to be considered FFE and provide as an allowance amount for fair and equitable bidding?
Response: **No**
- Question No.14:** Does the FFE installer do the final connections for voice, data and power for FFE and AV bid options in their scope provided to government?
Response: **Yes**

- Question No.15:** Can the Superintendent perform the duties of QCM or SSHO concurrently with the duties of Superintendent? Or are there to be three individuals to perform each duty?
Response: **Yes**
- Question No.16:** After award, the Contracting Officer will provide a NTP to the awardee. What is the approximate duration between issuing the award and issuing the NTP?
Response: **Approximately 1-2 weeks. Note, there will be a 2–3-week period from bid to award in order to review the bids.**
- Question No.17:** For planning the preliminary project schedule, what is the anticipated award date?
Response: **See response to Question 16 above.**
- Question No.18:** Please confirm the overall allowable contract schedule.
Response: **Provide time frame on the bid form in the appropriate location.**
- Question No.19:** Confirm who the vendor is that currently services Fire Alarm system at this facility.
Response: **any authorized Fire Systems contractors are eligible to bid on the fire system; the maintenance is performed by Premium Fire and Security.**
- Question No.20:** Confirm who the vendor is that currently services HVAC Control system at this facility.
Response: **N/A (in-house)**
- Question No.21:** Confirm who the vendor is that currently services Security system at this facility.
Response: **N/A (in-house)**
- Question No.22:** Confirm who the vendor is that currently services Telecom system at this facility.
Response: **N/A (in-house)**
- Question No.23:** Please confirm State of Delaware Title 29 public bid openings apply to design-build projects where qualifications and betterments will be considered for award.
Response: **Yes- the State of DE Title 29 requirements all apply to this contract.**
- Question No.24:** Please confirm that betterments will not be discussed at the public opening as betterment ideas should be considered proprietary.
Response: **Confirmed – the Betterments will not be discussed at the bid opening.**
- Question No.25:** Please consider electronic submissions and delivery of hard copies for the proposal review process.
Response: **Hard copies are required.**
- Question No.26:** Please provide an example of a betterment matrix that all firms can use as a template so the proposal review team can have an easier time comparing betterments between firms.
Response: **Since there is no mandated Betterments, and no intent on a direct comparison, the format of their presentation is not necessary. The Offeror just needs to provide a clear description of the Betterment, which sites the basis of design system/material and how the Betterment provides increased value to DEARNG, in terms of life cycle and cost.**
- Question No.27:** Please consider deleting the subcontractor list requirements since there are so many options and alternates that would be different from one option to another. For example, a modular product would require a different list of subcontractors than a traditional built structure. A list for each option/alternate would not be feasible unless additional time to submit the subcontractor list after price is submitted is allowed.
Response: **See Subcontractor requirements in response to Question 1 above.**
- Question No.28:** There is a significant amount of design needed prior to being able to bid out and list subcontractors. Please delete the subcontractor list of bidders.
Response: **The Subcontractor’s list will be required (see attached Bid Form)**

- Question No.29:** Section 1.7.2.1 requires radon protection. Please confirm that an elevated structure would not require radon protection.
Response: **Radon protection will not be required.**
- Question No.30:** Who is responsible for testing & inspections?
Response: **DEARNG will contract with a third-party material testing company.**
- Question No.31:** Addendum No. 02 indicates BID OPTION no V4 Bid Option no M1 is to provide GAF “Timberline HTZ” or approved equal, however, this product does not exist and therefore it cannot be provided and an equal cannot be established. What is the intended basis of bid?
Response: **CHANGE the BOD product name to GAF “Timberline HDZ”**
- Question No.32:** At 6.4.3 the roofing system is required to have a Factory Mutual (FM) I-90 fire and wind resistance, however, it may be that no GAF asphalt shingle roof system does. Does the FM requirement apply to BID OPTION no V4 Bid Option no M1?
Response: **Delete the FM I-90 fire and wind requirement.**
- Question No.33:** At 6.4.2.1 the exterior wall R-value is stated as R-13 + R-7.5 ci with various acceptable materials. Does the R-13 + R-7.5 ci values for insulation indicate that two layers of insulation are to be provided?
Response: **The two insulation types are suggested only, which reflect how the energy code states the minimum R value. The critical requirement is that the insulation must comply with the minimum requirements established in the building code (including Continuous Insulation – “ci”)**
- Question No.34:** The exterior finish indicates metal panels with fiberglass standoffs and aluminum “Z” furring. Is the fiberglass standoff a thermal break associated with the “Z” furring or is this a reference to insulation placed between the “z” furring members?
Response: **Yes - The fiberglass standoffs are a thermal break for the “Z” furring.**
- Question No.35:** Aluminum “Z” furring is somewhat limited in sizes. Can depths less than 1-1/2” be used for the airspace?
Response: **the air space for the ACM can be less than 1 ½” but not less than ½.”**
- Question No.36:** Aluminum “Z” furring is somewhat limited in sizes. Can aluminum hat channels be used instead?
Response: **Yes**
- Question No.37:** If the ACM wall panel system includes proprietary support systems that hold the panels off the backup wall can this approach be used in place of “Z” furring to establish the air space?
Response: **Yes**
- Question No.38:** Are the government furnished and installed dryers and kitchen equipment such as oven, propane, or electric models?
Response: **Electronic**
- Question No.39:** Will each building receive a propane tank or should one propane tank be sized for all buildings?
Response: **Either arrangement will be acceptable**
- Question No.40:** Does the propane tank need to be elevated?
Response: **Yes**
- Question No.41:** Section 3.3.3.2 of the RFP states that the Contractor shall connect to the existing sewer system as shown on the plans. Sheet C-07A shows the new barracks building being constructed overtop of an existing 8” Terracotta sewer line. Once the building is constructed, this pipe would be seven feet deep and inaccessible for maintenance and it presents a risk for foundation damage if it fails. What provisions must be made to allow for maintenance and mitigate building damage in the event of a pipe failure? Should the pipe be relocated around the proposed building with a new

gravity line or force main? If the pipe is to be relocated what are the design flows generated by the upstream building (s)? Please advise.

Response: **This requirement was for the Motel Concept that is no longer in consideration. A simple solution would be to install a new replacement pipe in same size and alignment as the original. Moreover, if the pipe is desired to be relocated by the DB Team, flows from contributing structures upstream are minimal and would likely result in the smallest main permitted by Sussex County.**

Question No.42: Page 254 of the RFP, Section 3.1.7 states that, “VC: It is intended that this project qualify as a Standard Plan with DNREC. Extensive stormwater management practices should not be necessary for this project.” However, to meet the DNREC Stormwater Regulations, we believe several micro-bioretenention or infiltration facilities will be needed. Please indicate the limits and extent of the needed stormwater quality and quantity treatment features. If stormwater management is not a significant design or construction requirement, please advise.

Response: **It is up to the DB Team to determine the appropriate measures required to comply based on the basis of their design and their knowledge of the applicable regulations. For example, some states do not have a Standard Plan Option but Delaware does.**

Question No.43: DD Form 1391 is dated 2020, has additional funding been received to account for the escalation and inflation over the last three years?

Response: **Yes**

Question No.44: DFM has issued an updated Spec Section for Instructions to Bidders relating to off-site fabrication and prevailing wage rates. Please clarify the following:

- Will the requirements indicated in the two documents apply to this project?
- Will the requirements indicated in the two documents apply only to the five listed trades.

Response: **Please see Section 4.2, A, 1 of this Addendum for further clarification.**

form is blank. What subcontractors are to be listed?

Response: **See the Bid form issued with this Addendum 4.**

Question No.46: Have a Phase 1 and Phase 2 environmental report been completed for the project site and for the spoils pile on the site? If not will the Guard be responsible for the environmental reports or will the design/builder be responsible for the environmental reports?

Response: **The known history of the building site does not indicate uses that may require environmental remediation activities. Bidders shall assume they will not be responsible for environmental surveys or remediation.**

Question No.47: (Starting at page 853 of the pdf spec provided) Part C, Division 1, Section 01 03 00.00 Statement of Work, Attachment L, Project Authorization Documents. The documents in this section appear to be specific to the Motel site. Is it confirmed that all of the conclusions within Attachment L are applicable, and can be relied on with regard to the work at the Village site? Will the Guard prepare and provide the same documentation for the Village site?

Response: **Yes; DEARNG will issue an updated Attachment L (DD Form 1390S/1) after contract award.**

Question No.48: (Page 917 of the pdf spec provided) Under Part C, Division 1, Section 01 03 00.00 48, Design Submission Requirements After Bid, paragraph 1.2.3 requires the services of a Registered Communications Distribution Designer (RDCC) to design the telecommunications system. In light of the use and occupancy of the planned barracks, is this limitation waived for this project?

Response: **Since the scope of work does not include the design of a telecommunication system a RDCC is not required**

Question No.49: (Page 925 of the pdf spec provided) Under Part C, Division 1, Section 01 03 00.00 48, Design Submission Requirements After Bid, paragraph 1.6.2.2 indicates that “wood used in a roof assembly is not allowed for metal roofs.” Is this limitation waived for this project?

Response: **Disregard the stated requirement of treated wood and stainless fasteners for the roof framing.**

Question No.50: •The RFP lists the requirement to compliance with the Unified Facilities Criteria (UFC) for the project’s design criteria and sustainable design, reference Part 2, Page 3 and 4 of RFP SOW Specifications (Page 245-246 of 1035). The modular solution is incompatible with the requirements of the UFC, which is more stringent than the baseline code minimums included in the International Building Code (IBC-2018) for the State of Delaware and Sussex County. Advise if the project shall be subject to compliance with the UFC, or minimum compliance per the IBC-2018.

- If the project needs to comply with UFC, are there UFC requirements that will be waived for the modular building which the modular building cannot meet? And if so, which requirements will be waived?

Response: **The UFS’s are the primary design guides for all US military projects, and while there are some standards that are more restrictive than the IBC and NFPA 101 building codes, most UFC’s follow these building codes. If you have identified a specific requirement(s) in a UFC standard that your team feels is onerous or just cannot be achieved, the National Guard and Tetra Tech will certainly review it, to consider a possible waiver. Please send details of the specific UFC standards that you feel warrant a review.**

ATTACHMENTS

00 21 13 Instruction to Bidders (DFM Updated)

00 41 13 Bid Form - Updated

END OF ADDENDUM No. 4

CC: all plan holders

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SECTION 00 21 13

INSTRUCTIONS TO DESIGN-BUILDERS

(These Instructions to Design-Builders have been modified to conform to the methodology of Design-Build project delivery.)

TABLE OF ARTICLES

1. DEFINITIONS
2. DESIGN-BUILDER'S REPRESENTATION
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7. PERFORMANCE BOND AND PAYMENT BOND
8. FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

ARTICLE 1: GENERAL

- 1.1 DEFINITIONS - Whenever the following terms are used, their intent and meaning shall be interpreted as follows:
- 1.2 DEARNG = Delaware Army National Guard = Contacting Agency
- 1.3 BBTS TTOQ = Bethany Beach Training Site Transient Training Officers Quarters / Barracks
- 1.4 STATE: The State of Delaware.
- 1.5 AGENCY: Contracting State Agency as noted above 1.2 and on cover sheet.
- 1.6 DO = DESIGNATED OFFICIAL: The agent authorized to act for the Agency.
- 1.7 ODPa = OWNER’S DESIGN PROFESSIONAL ADVISOR = TETRA TECH
- 1.8 DESIGN-BUILD DOCUMENTS: Design-Build Documents include the Request For Proposals, the Submission Requirements and the proposed Design-Build Documents. The Submission Requirements consist of the Instructions to Design-Builders, Supplementary Instructions to Design-Builders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the RFP Form (including the Non-collusion Statement), and other sample RFP and contract forms. The proposed Design-Build Documents consist of the form of Agreement between the Owner and Design-Builder, as well as the Drawings, Specifications (Div 0 & Div 1) and all Addenda issued prior to execution of the Contract.
- 1.9 DESIGN-BUILD DOCUMENTS: The Design-Build Documents consist of the, Instructions to Design-Builders, Supplementary Instructions to Design-Builders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Design-Builder, Drawings (if any), Specifications (Project Manual), and all addenda.
- 1.10 AGREEMENT: The form of the Agreement shall be AIA Document A141-2014, Standard Form of Agreement between Owner and Design-Builder, Exhibit A and Exhibit B. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.
- 1.11 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Design-Build Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to Design-Builders.
- 1.12 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the Design-Build documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

- 1.13 ADDENDA: Written or graphic instruments issued by the Owner/Consultant prior to the execution of the contract which modify or interpret the Design-Build Documents by additions, deletions, clarifications or corrections.
- 1.14 DESIGN-BUILDER: A person or entity who submits a formal response to the Request For Proposals for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Design-Build Documents.
- 1.15 SUB-DESIGN-BUILDER: A person or entity who submits a RFP to a Design-Builder for materials or labor, or both for a portion of the Work.
- 1.16 REQUEST FOR PROPOSALS: A complete and properly executed consisting of the Technical Proposal and the Price Proposal to do the Work for the sums stipulated therein, submitted in accordance with the Design-Build Documents.
- 1.17 BASE RFP: The sum stated in the Price Proposal of the RFP for which the Design-Builder offers to perform the Work described in the Design-Build Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate RFPs (if any are required to be stated in the RFP).
- 1.18 ALTERNATE RFP (or ALTERNATE): An amount stated in the Price Proposal of the RFP, where applicable, to be added to or deducted from the amount of the Base RFP if the corresponding change in the Work, as described in the Design-Build Documents is accepted.
- 1.19 UNIT PRICE: An amount stated in the Price Proposal of the RFP, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Design-Build Documents.
- 1.20 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Design-Builder's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.21 DESIGN-BUILDER'S DEPOSIT: The security designated in the RFP to be furnished by the Design-Builder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.22 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.23 DESIGN-BUILDER: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.24 SUBDESIGN-BUILDER: An individual, partnership or corporation which has a direct contract with a Design-Builder to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site, or to perform design or consulting services normally provided by a professional services firm such as an Architectural or engineering firm.

1.25 CONTRACT BOND: The approved form of security furnished by the Design-Builder and his surety as a guaranty of good faith on the part of the Design-Builder to execute the work in accordance with the terms of the contract.

1.26 CUSTOM FABRICATION: As defined in 29 Del. C. § 6902, the term “custom fabrication” means the offsite fabrication, assembly, or other production of non-standard goods or materials, including components, fixtures or parts thereof, specifically for a public works project. Such goods and materials shall include those used in the following trades or systems: (1) Plumbing or pipe fitting systems, including heating, ventilating, air-conditioning, refrigeration systems, sheet metal or other duct systems; (2) Electrical systems; (3) Mechanical insulation work; (4) Ornamental iron work; and (5) Commercial signage that does not attempt or appear to direct the movement of traffic on highways or roadways or interfere with, imitate, or resemble any official traffic sign, signal or device.

ARTICLE 2: DESIGN-BUILDER’S REPRESENTATIONS

2.1 PRE-RFP MEETING

2.1.1 A pre-RFP meeting for this project will be held.

2.2 By submitting an RFP, the Design-Builder represents that:

2.2.1 The Design-Builder has read and understands the Design-Build Documents and that the RFP is made in accordance therewith.

2.2.2 The Design-Builder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Design-Builder’s personal observations with the requirements of the proposed Design-Build Documents.

2.2.3 The RFP is based upon the materials, equipment, and systems required by the Design-Build Documents without exception.

2.3 JOINT VENTURE REQUIREMENTS

2.3.1 Does not apply.

2.3.2 Included with the submission of the RFP, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.

2.3.3 All required RFP Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the RFP and shall submit a copy of a valid Delaware Business License with their RFP.

2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the RFP.

2.3.7 In the event of a mandatory Pre-RFP Meeting, each Joint Venturer shall have a representative in attendance.

2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

2.4.1 As consideration for the award and execution by the Owner of this contract, the Design-Builder hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: RFP DOCUMENTS

3.1 COPIES OF RFP DOCUMENTS

3.1.1 Does not apply.

3.1.2 Design-Builders shall use complete sets of Design-Build Documents for preparation of RFPs. The issuing Agency nor the ODPA assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Design-Build Documents.

3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the OWNER and the ODPA immediately.

3.1.4 The OWNER and ODPA may make copies of the Design-Build Documents available on the above terms for the purpose of obtaining RFPs. No license or grant of use is conferred by issuance of copies of the Design-Build Documents.

3.2 INTERPRETATION OR CORRECTION OF RFP DOCUMENTS

3.2.1 The Design-Builder shall carefully study and compare the Design-Build Documents with each other, and with other work being RFP concurrently or presently under construction to the extent that it relates to the Work for which the RFP is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the ODPA.

3.2.2 Design-Builders or Sub-Design-Builders requiring clarification or interpretation of the Design-Build Documents shall make a written request to the ODPA in accordance with procedures and schedule posted in RFP. Interpretations, corrections and changes to the RFP Documents will be made by written Addendum. Interpretations, corrections, or changes to the RFP Documents made in any other manner shall not be binding.

3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Design-Builder.

3.2.4 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Design-Build 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 Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Design-Builder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.

3.3.2 Requests for substitutions shall be made in writing to the ODPA in accordance with procedures outlined in the RFP. 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 ODPA's decision of approval or disapproval shall be final. The ODPA is to notify Owner prior to any approvals.

3.3.3 If the ODPA approves a substitution prior to the receipt of RFPs, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.

3.3.4 The ODPA shall have no obligation to consider any substitutions after the Contract award.

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all selected proposers.

3.4.2 Does not apply.

3.4.3 Does not apply.

3.4.4 Each Design-Builder shall ascertain prior to submitting his RFP that they have received all Addenda issued, and shall acknowledge their receipt in their RFP. Not acknowledging an issued Addenda could be grounds for determining an RFP to be non-responsive.

ARTICLE 4: RFP PROCEDURES

4.1 PREPARATION OF RFPS

4.1.1 Complete the RFPs on the Forms included with the Design-Build Documents.

- 4.1.2 Submit the original Form for each RFP. Forms may be removed from the Design-Build Documents for this purpose.
- 4.1.3 Execute all blanks on the Forms in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the RFP.
- 4.1.6 Complete all requested alternates and unit prices, if any. If there is no change in the amount for an Alternate, enter “No Change”. The Design-Builder is responsible for verifying that they have received all addenda issued during the RFP period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Does not apply.
- 4.1.8 Each copy of the RFP shall include the legal name of the Design-Builder and a statement whether the Design-Builder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Design-Builder to a contract. An RFP by a corporation shall further give the state of incorporation and have the corporate seal affixed. An RFP submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Design-Builder.
- 4.1.9 Design-Builder shall complete the Non-Collusion Statement form included with the Design-Build Documents and include it with their RFP.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
- 4.1.11 Each Design-Builder shall include in their RFP a copy of a valid Delaware Business License.’
- 4.1.12 Each Design-Builder shall include signed Affidavit(s) for the Design-Builder and each listed Subcontractor certifying compliance with OMB Regulation 4104- “Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on “Large Public Works Projects.” “Large Public Works” is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.
- 4.2 RFP SECURITY
 - 4.2.1 All RFPs shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the Design-Builder assigned to the agency, for a sum equal to at least 10% of the RFP amount plus all add alternates, or in lieu of the RFP bond a security deposit in the form of a certified check, bank treasurer’s check, cashier’s check, money order, or other prior approved secured deposit assigned to the State. The RFP bond need not be for a specific

sum, but may be stated to be for a sum equal to 10% of the RFP amount plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the RFP. The RFP Bond form used shall be the standard OMB form (attached).

4.2.2 The Agency has the right to retain the RFP security of Design-Builders to whom an award is being considered until a formal contract has been executed and bonds have been furnished.

4.2.3 In the event of any successful Design-Builder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the RFP bond or security deposited by the successful Design-Builder shall be forfeited.

4.3 SUBCONTRACTOR-BUILDER LIST

4.3.1 As required by the Design-Build Documents, each Design-Builder shall submit with their RFP, a completed List of Subcontractors included with the Design-Build Documents. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. An RFP will be considered non-responsive unless the completed list is included.

4.3.2 Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.

4.3.3 It is the responsibility of the Design-Builder to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Design-Builder elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Forms and be able to document their capability to act as Subcontractor in that category in accordance with this law.

4.4 AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

4.4.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, each Bidder shall submit with their Bid the Affidavit of Contractor Qualifications certifying that the Bidder will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term. After a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

4.5 AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

In accordance with Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code, contractors and subcontractors must provide craft training for journeyman and apprentice levels if all of the following apply:

- A. A project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
- B. The contractor employs 10 or more total employees.
- C. The project is not a federal highway project

Failure to provide required craft training on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code.

Bidders shall submit the Affidavit of Craft Training Compliance prior to contract execution

4.6 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

4.6.1 During the performance of this contract, the Design-Builder agrees as follows:

- A. The Design-Builder will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Design-Builder will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Design-Builder agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
- B. The Design-Builder will, in all solicitations or advertisements for employees placed by or on behalf of the Design-Builder, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

4.5 PREVAILING WAGE REQUIREMENT

4.5.1 Wage Provisions: For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

4.5.2 The employer shall pay all mechanics and labors employed directly upon the site of work, or engaged in custom fabrication work, as that term is defined in Article 1.23 herein and as also as defined in 29 Del. C § 6902 and described in 29 Del. C. § 6960(b), regardless of where the work is performed, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics

4.5.3 As per 29 Del. C. § 6960(b), the scale of the wages to be paid must be posted by the employer in a prominent and easily accessible place at the site of the work. There may be withheld from the employer so much of accrued payments as may be considered necessary by the Department of Labor to pay laborers and mechanics employed by the employer the difference between the rates of wages required by the contract to be paid laborers and

mechanics on the work and rates of wages received by such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims.

4.5.4 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

4.6 SUBMISSION OF RFPS

4.6.1 Enclose the RFP, the RFP Security, and any other documents required to be submitted with the RFP in a sealed opaque envelope. Address the envelope to the party receiving the RFPS. Identify with the project name, project number, and the Design-Builder's name and address. If the RFP is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "RFP ENCLOSED" on the face thereof. The State is not responsible for the opening of RFP prior to RFP opening date and time that are not properly marked.

4.6.2 Deposit RFPS at the designated location prior to the time and date for receipt of RFPS indicated in the Design-Build Documents. RFPS received after the time and date for receipt of RFPS may be rejected.

4.6.3 Design-Builder assumes full responsibility for timely delivery at location designated for receipt of RFPS.

4.6.4 Oral, telephonic or telegraphic RFPS are invalid and will not receive consideration.

4.6.5 Withdrawn RFPS may be resubmitted up to the date and time designated for the receipt of RFPS, provided that they are then fully in compliance with these Instructions to Design-Builders.

4.7 MODIFICATION OR WITHDRAW OF RFPS

4.7.1 Prior to the closing date for receipt of RFPS, a Design-Builder may withdraw an RFP by personal request and by showing proper identification to the ODP. A request for withdraw by letter or fax, if the ODP is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the RFP price will render the RFP informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the RFP price shall not be permitted and will have no bearing on the submitted proposal in any manner.

4.7.2 Design-Builders submitting RFPS that are late shall be notified as soon as practicable and the RFP may be returned.

4.7.3 A RFP may not be modified, withdrawn or canceled by the Design-Builder during a sixty (60) day period following the time and date designated for the receipt and opening of RFPS, and Design-Builder so agrees in submitting their RFP. RFPS shall be binding for 60 days after the date of the RFP submission.

ARTICLE 5: CONSIDERATION OF RFPS

5.1 OPENING/REJECTION OF RFPs

5.1.1 Does not apply.

5.1.2 The Agency shall have the right to reject any and all RFPs. A RFP not accompanied by a required Bid Security or by other data required by the Design-Build Documents, or a RFP which is in any way incomplete or irregular is subject to rejection.

5.1.3 If the RFPs are rejected, it will be done within thirty (30) calendar day of the RFP submission.

5.2 COMPARISON OF RFPs

5.2.1 Does not apply.

5.2.2 The Agency reserves the right to waive technicalities, to reject any or all RFPs, or any portion thereof, to solicit for new RFPs, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.

5.2.5 Does not apply.

5.3 DISQUALIFICATION OF DESIGN-BUILDERS

5.3.1 An agency shall determine that each Design-Builder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Design-Builder include:

- A. The Design-Builder's financial, physical, personnel or other resources including Subcontracts;
- B. The Design-Builder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
- C. The Design-Builder's written safety plan;
- D. Whether the Design-Builder is qualified legally to contract with the State;
- E. Whether the Design-Builder supplied all necessary information concerning its responsibility; and,
- F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the RFP and is otherwise in conformity with State and/or Federal law.

- 5.3.2 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Design-Builder and the rejection of their RFP or RFPs.
 - 5.3.2.1 More than one RFP for the same Contract from an individual, firm or corporation under the same or different names.
 - 5.3.2.2 Evidence of collusion among Design-Builders.
 - 5.3.2.3 Unsatisfactory performance record as evidenced by past experience.
 - 5.3.2.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
 - 5.3.2.5 If there are any unauthorized additions, interlineation, conditional or alternate RFPs or irregularities of any kind which may tend to make the RFP incomplete, indefinite or ambiguous as to its meaning.
 - 5.3.2.6 If the RFP is not accompanied by the required Bid Security and other data required by the Design-Build Documents.
 - 5.3.2.7 Does not apply.
- 5.4 ACCEPTANCE OF RFP AND AWARD OF CONTRACT
 - 5.4.1 A formal Contract shall be executed with the successful Design-Builder within twenty (20) calendar days after the award of the Contract.
 - 5.4.2 Does not apply.
 - 5.4.3 Each RFP on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive RFP shall conform in all material respects to the requirements and criteria set forth in the Design-Build Documents.
 - 5.4.4 The Agency shall have the right to accept Alternates in any order or combination.
 - 5.4.5 The successful Design-Builder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, in accordance with the General Requirements, within twenty (20) days of official notice of contract award. The successful Design-Builder shall provide two business days prior to contract execution, copies of the Employee Drug Testing Program for the Design-Builder and all listed Subcontractors.

Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of two years after the date of substantial completion.

- 5.4.6 If the successful Design-Builder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their RFP guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Design-Builder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Each Design-Builder shall supply with its RFP its taxpayer identification number (i.e., federal employer identification number or social security number) and a copy of its Delaware business license, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Design-Builder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Design-Builder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- 5.4.8 The Bid Security shall be returned to the successful Design-Builder upon the execution of the formal contract. The Bid Securities of unsuccessful Design-Builders shall be returned within thirty (30) calendar days after the opening of the RFPs.

ARTICLE 6: POST-RFP INFORMATION

- 6.1 DESIGN-BUILDER'S QUALIFICATION STATEMENT
- 6.1.1 Design-Builders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Design-Builder's Qualification Statement, unless such a statement has been previously required and submitted.
- 6.2 BUSINESS DESIGNATION FORM
- 6.2.1 Successful Design-Builder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

- 7.1 BOND REQUIREMENTS
- 7.1.1 The cost of furnishing the required Bonds that are stipulated in the Design-Build Documents, shall be included in the RFP amount.
- 7.1.2 If the Design-Builder is required by the Agency to secure a bond from other than the Design-Builder's usual sources, changes in cost will be adjusted as provided in the Design-Build Documents.
- 7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The bonds shall be dated on or after the date of the Contract.

7.2.2 The Design-Builder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND DESIGN-BUILDER

8.1 Unless otherwise required in the Design-Build Documents, the Agreement for the Work will be written on AIA Document A141-2014, Standard Form of Agreement Between Owner and Design-Builder and Exhibit A and Exhibit B.

END OF INSTRUCTIONS TO DESIGN-BUILDERS

DEARNG – BETHANY BEACH TRAINING SITE
BETHANY BEACH, DELAWARE

TRANSIENT TRAINING OFFICER BARRACKS
DEARNG NO.: 2020-16

**TRANSIENT TRAINING OFFICER BARRACKS
DELAWARE ARMY NATIONAL GUARD
BETHANY BEACH TRAINING SITE
163 SCANNELL BLVD.
BETHANY BEACH, DELAWARE
DEARNG CONTRACT NO.: 2020-16**

BID FORM

For Bids Due: September 18, 2023

To: Delaware Army National Guard
Joint Forces Reserve Center
1 Vavala Way
New Castle, DE 19720

Name of Bidder: _____

Delaware Business License No.: _____ **Taxpayer ID No.:** _____

(Other License Nos.): _____

Phone No.: () _____ - _____ **Fax No.:** () _____ - _____

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has 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 without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for for the BASE BID lump sum itemized below.

Bidders are only required to submit on one of the two identified Concepts (Motel or Village), but can provide a quote for both concepts. If your proposal is for one of concepts only, please input "NA" in the Concept line below that you are not submitting on

BASE BID

VILLAGE CONCEPT \$ _____
(\$ _____)

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163 SCANNELL BLVD.
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BID FORM

BID OPTIONS (ALTERNATES) & BETTERMENTS

OPTIONS:

VILLAGE CONCEPT

BID OPTION no V1 – Additional Unit

Base Bid – Provide Units no's 2 (ADA), 3 & 4

Bid Option no V1: Add Unit no 1

.

ADD: \$ _____ (Date and Initial) _____

BID OPTION no V2 – Additional Unit

Base Bid – Provide Units no's 2 (ADA), 3 & 4

Bid Option no V2: Add Unit no 5 (with exterior deck)

.

ADD: \$ _____ (Date and Initial) _____

BID OPTION no V3 – Additional Unit

Base Bid – Provide Units no's 2 (ADA), 3 & 4

Bid Option no V3: Add Unit no 6

.

ADD: \$ _____ (Date and Initial) _____

BID OPTION no V4 – Roofing

Base Bid – Standing Seam Metal Roofing

Bid Option no M1: In Lieu of Standing Seam Metal Roofing, provide 30 year Architectural grade Asphalt Shingles
(Provide GAF, "Timberline HTZ" or approved equal)

.

ADD: \$ _____ (Date and Initial) _____

BETTERMENTS:

Use this page and or attachments(s) with supporting documentation, for describing any building system components, and or materials that are provided with your Base Bid Design, which provide enhanced Quality (use or longevity), or Sustainability to the intended systems goals outlined in the section C. Div 01 General Requirements, Statement of Work Narratives (Parts 00-15) and the Concept Drawings Attachment .

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BID FORM

I/We acknowledge Addendums numbered _____ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for thirty (30) days from the date of opening of bids (60 days for School Districts and Department of Education), and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within _____ calendar days of the Notice to Proceed.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By _____ Trading as _____
(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address: _____

Witness: _____ **By:** _____
(SEAL) (Authorized Signature)

(Title)

Date: _____

ATTACHMENTS

Sub-Contractor List
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Affidavit of Contractor Qualifications
Bid Security
(Others as Required by Project Manuals)

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BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, the following subcontractor listing must accompany any bid submittal. The bidder must list **in each category** the full name and address (City & State) of the sub-contractor that the bidder will be using to perform the work and provide material for that subcontractor category. Should the bidder's listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the bidder shall list that third-tier contractor's full name and address (City & State). **If the bidder intends to perform any category of work itself, it must list its full name and address.** For clarification, if the bidder intends to perform the work themselves, the bidder **may not** insert "not applicable", "N/A", "self" or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (*) next to any additional third-tier contractors, and submit it with your bid.

NOTE: For Subcontractors listed that are integral with the Modular Manufacturer's team, just input "MMT"

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax-payer ID # or Delaware Business license #</u>
1. Sitework	_____	_____	_____
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
2. Foundation Installer	_____	_____	_____
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____

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BID FORM (Continued)

3.	Rough Carpentry			
	A.			
	B.			
	C.			
4.	Modular Manufacturer			
	(If included in DB Team’s Submission)			
	A.			
	B.			
	C.			
5.	HVAC			
	A.			
	B.			
	C.			
6.	Electrical			
	A.			
	B.			
	C.			

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BID FORM (Continued)

7.	Plumbing			
	A.			
	B.			
	C.			

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BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date.

All the terms and conditions of *DEARNG NO.: 2020-16* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

**AUTHORIZED REPRESENTATIVE
(TYPED):** _____

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):** _____

TITLE: _____

ADDRESS OF BIDDER: _____

E-MAIL: _____

PHONE NUMBER: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____. NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

**TRANSIENT TRAINING OFFICER BARRACKS
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BETHANY BEACH, DELAWARE
DEARNG CONTRACT NO.: 2020-16**

**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite, including subcontractors, that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____. NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

**TRANSIENT TRAINING OFFICER BARRACKS
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BETHANY BEACH, DELAWARE
DEARNG CONTRACT NO.: 2020-16**

**AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS**

We hereby certify that we will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term.

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, after a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

Contractor Name: _____

Contractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____. NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.