



Invitation to Bid

For

1097-1099 Wenco Circle, Salt Lake City, UT 84104

Window Replacement

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Section 1

General Information

Background

The Road Home is a private nonprofit social services agency that assists individuals and families experiencing homelessness in Salt Lake County and along the Wasatch Front.

The Road Home is seeking qualified, licensed, and insured contractors to bid on the provision and installation of the following:

1. 72100 – Building and facility maintenance and repair services.

The contractor shall provide a fixed lump sum bid including all permits, fees, material, labor, equipment, testing, fees, permits, taxes, etc. to complete the work. The contractor shall also submit estimated timelines of: 1) procuring materials for project and 2) completing the work required for the project.

The contractor shall itemize the bid in a manner in which The Road Home can determine the proposed cost for each line item.

Work shall be done in adherence to Utah Division of Facilities Construction and Management and Salt Lake City code.

Please refer to the checklist below of items that must be submitted to The Road Home:

1. Attendance at the pre-bid meeting is non-mandatory, but highly encouraged;
2. Completed itemized bid form (Section 5) or bid on own company template;
3. A preliminary proposed schedule for the work showing duration and manpower loading including the procurement of necessary materials;
4. Applicable building permits;
5. A copy of your ACORD Certificate of Insurance; and
6. A copy of your Business and Contractors License.

Non-Mandatory Pre-Bid Meeting

Contractors, or a company representative may attend a pre-bid project site visit on *Wednesday, December 14, 2022 at 9am* at 1097-1099 Wenco Circle, Salt Lake City, UT 84104. This will include a walk-around and the opportunity to ask questions.

If contractors are unable to attend the pre-bid meeting, they may reach out to The Road Home's staff to schedule a visit.

This is a rental unit. Do not disturb the tenants for any reason. All communication with the tenants will be done through The Road Home's property management team.

Nature of Invitation for Bid

It is the intent of The Road Home to make necessary updates and renovations to the properties at 1097-1099 Wenco Circle, Salt Lake City, UT 84104.

See the proposed scope of work in Exhibit A.

Schedule

Publish Bid: *Friday, November 25, 2022, 5:00pm MST*

Pre-Bid Site Visit: *Wednesday, December 14, 2022, 9:00am*
at project site: 1097-1099 Wenco Circle, Salt Lake City, UT 84104

Bid Due: *Wednesday, January 11, 2023 11:00am MST*

Bid Opening: *Wednesday, January 11, 2022 1:00pm MST*
1415 S Main St. Salt Lake City, UT, 84115
**Note: bidders are invited to attend the bid opening, but not required.*

Project Location

1097-1099 Wenco Circle
Salt Lake City, UT 84104

Information Contact

Bids will be received until Wednesday, January 11, at 11:00am. All bids must be submitted electronically to grantsteam@theroadhome.org. It is the sole responsibility of the Bidder to submit the bid before the scheduled time. Any questions regarding how to submit a bid should be directed to grantsteam@theroadhome.org.

Section 2

Instructions to Bidders

1. Defined Terms

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, 1910-8-A-1 or 1910-8-A-2 (2007 edition) have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest responsive, qualified and responsible Bidder to whom TRH (on the basis of TRH's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement of Invitation to Bid, Instructions to Bidders, the Bid Form, and proposed Contract Documents (including all Exhibits and Addenda issued prior to receipt of bids.)

2. Bidding Documents

Complete sets of Bidding Documents are contained within this document. Complete sets of Bidding Documents shall be used in preparing bids; TRH does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must submit evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract. This can be demonstrated through licensure and insurance.

4. Examination of Contract Documents and Site

Vendor is invited to attend a Pre-Bid project site visit held at the project site. It is the responsibility of each Bidder before submitting a Bid to (a) examine the Contract Documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (c) consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) notify TRH of all conflicts, errors, or discrepancies in the Contract Documents. The project site may only be visited during the Pre-Bid Project Site Visit Meeting or at a time coordinated and arranged with TRH.

Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain such examinations, tests, and data concerning conditions at the site which may affect cost, progress, performance, and furnishing of the Work and which Bidder determines necessary to determine its Bid for performing and furnishing of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by Contract Documents, and such means, methods, techniques, sequences, or procedures or construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

5. Interpretations and Addenda

All questions about the meaning or intent of the Contract Documents should be directed to the grantsteam@theroadhome.org. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda posted on The Road Home's Website.

6. Contract Time

The number of days within which the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

7. Substitute or "Or-Equal" Items

The Contract, if awarded, will be on the basis of materials and equipment specified in the Bid Form. Contractor may use substitute or "or-equal" items as they deem appropriate.

8. Subcontractors, Suppliers, and Others

Each Bidder shall submit to TRH a list of all Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work. If TRH after due investigation has reasonable objection to any proposed Subcontractor, Supplier, or other person or organization, TRH may before the Notice of Award is given request that the apparent Successful Bidder to submit an acceptable substitute, that Bidder's Bid price will be increased (or decreased) by the different in cost occasioned by such substitution and TRH may consider such price adjustment in evaluating Bids and making the contract award. Reasonable objections for this purpose are limited to federal debarment status, revocation or expiration of state licensure, or other regulatory or legal criteria that does not allow TRH to move forward per funding regulations.

If apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but their declining to make any such substitution, TRH may award the contract to the next Bidder that proposes to use acceptable Subcontractors, Supplier, other person or organization listed to whom TRH does not make written objection prior to giving of the Notice of Award and will be deemed acceptable to TRH to revocation of such acceptance after the Effective Date of the Agreement. No Contractor shall be required to employ any Subcontractor, Supplier, or other person or organization against whom Contractor has reasonable objection.

9. Bid Form

The Bid Form is included with the Bidding Documents. Bidders may also use their own bidding form. All blanks on the Bid Form must be filled in ink, printer, or electronically. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

Bids must be signed by the appropriate individual given the legal structure of the Bidder. Bids must be priced on a lump sum basis for the base contract and include a separate price for each alternative described in the Specifications as provided for in the Bid Form. The price of the Bid for each alternative will be the amount to be added to or deducted from the price of the base Bid if TRH selects the alternative. The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances named in the Contract Documents.

10. Submission of Bids

All bids must be submitted electronically to grantsteam@theroadhome.org. It is the sole responsibility of the Bidder to submit the Bid before the scheduled time. Any questions regarding how to submit a bid should be directed to grantsteam@theroadhome.org.

11. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with TRH and promptly thereafter demonstrates to the reasonable satisfaction of TRH that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw their Bid. Thereafter, that Bidder is disqualified from further bidding on the Work to be provided under the Contract Documents.

12. Selection Criteria

This project will be awarded based on the lowest responsive, qualified and reasonable bid.

13. Award of Contract

TRH reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, or conditional Bids. TRH reserves the right to reject the Bid of any Bidder if TRH believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by TRH. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, TRH will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, or other data, as may be requesting in the Bid Form or prior to the Notice of Award.

TRH may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons or organizations is requested by TRH. TRH also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation into the Work when such data is required to be submitted prior to the Notice of Award.

TRH may conduct such investigations as TRH deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and other persons or organizations to perform and furnish the Work in accordance with the Contract Documents to TRH's satisfaction within the prescribed time. If the contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder whose evaluation by TRH indicates to TRH that the award will be in the best interest of TRH.

18. Signing of Agreement

When TRH gives a Notice of Award to the Successful Bidder, it will be accompanied by an unsigned counterpart of the Agreement and all other Contract Documents. Within ten days Contractor shall deliver the signed counterparts of the Agreement, a copy of Contractor's Accord Certificate of Insurance, building permit and Contract Documents to TRH.

Section 3

Contract Requirements

Contractor

The agency does not award any contracts until the prospective contractor/successful offeror has been determined to be responsible. A responsible bidder/offeror:

- a) Has adequate financial resources to perform the contract or the ability to obtain them.
- b) Has current liability insurance in limits specified by the contract from a company acceptable to the United States Government and authorized to do business in the State of Utah.
- c) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder/offeror's existing commercial and government business commitments
- d) Has a satisfactory performance record.
- e) Has a satisfactory record of integrity and business ethics.
- f) Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them.
- g) Has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.
- h) Is otherwise qualified and eligible to receive an award under applicable laws and regulations, including not being suspended, disbarred, or otherwise ineligible to participate in Federal procurement and programs.

NOTICE - State Financed HOME Investment Partnerships Program Project

This project will be a FEDERALLY FINANCED HOME INVESTMENT PARTNERSHIPS PROGRAM Project. All rules and regulations governing such project will be applicable. The contract is to be awarded to the lowest responsible and responsive bidder, whose bid meets the requirements and criteria set forth in the request for bids.

Salt Lake City *strongly encourages* that employment and other economic activities generated by HUD-assisted projects, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

All prime contractors participating in this project must have a Data Universal Numbering System (DUNS) number and be registered on the federal System for Award Management (SAM) at sam.gov. They are also responsible for ensuring all subcontractors for this project have not been debarred.

Insurance

Generally accepted insurance limits:

General Liability = \$2,000,000 general policy aggregate with \$1,000,000 per occurrence.
Products Completed Aggregate= \$2,000,000.
Auto Liability = \$1,000,000.
Workman's Comp = \$1,000,000.
Professional Liability = \$1,000,000.
Insurance must cover all subcontractors.

Insurance policy to name the following as additional insured:
The Road Home
Salt Lake City
Salt Lake County

Change Orders

It is unlikely that this project would expect to receive any change orders, but if one should occur, the contractor shall notify the owner immediately and provide pricing within two days. The contractor must obtain written authorization to proceed with any change order. The contractor shall provide a complete line-item breakdown of all costs associated with the change order including material quantity, material cost, labor quantity and labor rates, equipment expenses, taxes, overhead, profit, etc. The Road Home and Salt Lake City reserve the right to audit the contractor and their suppliers for all related invoices and documentation should The Road Home dispute a change order.

Section 4

Bid Form

Project Identification:

Window Replacement at 1097-1099 Wenco Circle, Salt Lake City, UT 84104

This Bid is Submitted to:

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents for the Contract Price and within the Contracted Time indicated in this bid and in accordance with other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for 45 days after the day of the Bid opening. BIDDER will sign and submit the agreement with the Bonds and other documents required by the Bidding Requirements within five days after the date of TRH's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined and carefully studied the Bidding Documents, Exhibits and Addenda;
 - b. Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.
 - c. BIDDER is familiar with and is satisfied to all federal, state, and local laws and Regulations that may affect cost, progress, performance, and furnishing of the work.
 - d. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain itself any advantage over any other Bidder or over TRH.
4. BIDDER will complete the work for the prices shown on the attached Bid Schedule. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids and determination of initial Contract Price in accordance with the General Conditions. Other items of work defined in the specifications and/or drawings, but not listed in the Bid Schedule shall be paid for under the bid items listed to which it is related. Final payment will be based on actual quantities for unit price items and bid price for lump sum items. Bidder shall make no claims for anticipated profits or additional compensation for any increase or decrease in quantities.

a. Elimination of Work: It is understood that TRH shall have the right to eliminate portions of the work, should it decide it is in its best interest to do so.

5. BIDDER will complete the Work in accordance with the Contract Documents for the following prices:

Bid Form

Shall include all work for the removal and proper disposal of windows; procurement and installation of new vinyl windows according to measurements below; and all other items necessary to complete the work as described.

Window Measurements:

- 59" x 35" (2)
- 48" x 35" (2)
- 48" x 71" (2)
- 30" x 71" (2)

| Item | Description | Unit | Quantity | Unit Cost | Total |
|------|---|------|----------|-----------|-------|
| 1 | Removal of existing windows | | 8 | | |
| 2 | Procurement and installation of new vinyl windows according to specifications above | | 8 | | |
| 3 | Remove and properly dispose of all waste and materials | | | | |
| 4 | All required permits for the above items | | | | |
| 5 | All required bonding for the above items | | | | |
| 6 | All required insurance for the above items | | | | |

Total Bid Amount in Words: _____

Total Bid Amount in Numbers: _____

Work Subcontracted: _____ Subcontractor: _____

Work Subcontracted: _____ Subcontractor: _____

Name of Bidder: _____ Date: _____

Completion Date

I/We guarantee to complete the work by _____, after receipt of Notice to Proceed should I/We be the successful bidder. This bid shall remain good

through completion of the project. Unit prices shall remain in effect for the duration of the project commencing with the bid date.

Bidders are required to submit to TRH a copy of their and all Subcontractors' State of Utah's Contractor's Licenses, including a statement of licensure limits. If bidder has requested an increase of monetary licensure limits, a copy of that request must be attached to the Bid at the time the Bid is submitted to TRH.

To The Road Home:

The undersigned, in compliance with your invitation for bids for the Retaining Wall Replacement and Fence Installation project, related documents and the site of the proposed work and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposed to furnish all labor, materials, and supplies as required for the work in accordance with the contract documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents of which this bid is a part:

Quantities shown are approximate. TRH reserves the right to increase quantities by 50% or decrease quantities by 50% from the above stated unit prices to stay within budget.

I/We guarantee to complete the work by _____, should I/we be the successful bidder.

Signature

Submitted on _____, 2022

Contractor: _____ License Number: _____

By: Agent: _____ Title: _____

Business Address: _____

Email: _____

Phone Number: _____

Section 5
Notice of Award

To: _____

Project: Window Replacement at 1097-1099 Wenco Circle, Salt Lake City, UT 84104

TRH has considered the bid submitted by you for the above described work in response to its Invitation to Bid dated _____, and Information for Bidders as requested by TRH.

You are hereby notified that your Bid has been accepted for items in the amount of _____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and provide insurance from the date of this Notice, TRH will be entitled to consider all your rights arising out of TRH's acceptance of your Bid as abandoned.

Return an acknowledged copy of this Notice of Award to TRH.

Dated this _____ day of _____, 2022.

By: _____

Title: _____

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged

By _____ this _____ day of _____, 2022.

By: _____

Title: _____

Section 6

Notice to Proceed

To: _____ Dated: _____

Address: _____

Project:

Window Replacement at 1097-1099 Wenco Circle, Salt Lake City, UT 84104

Contract for: _____

You are notified that the Contract Times under the above contract will commence on _____ . By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 or the Agreement, the dates of Substantial Completion and completion and readiness for final payment are _____ and _____ .

Before you may start any Work at the site, you must deliver certificates of insurance you are required to purchase and maintain in accordance with the Contract Documents.

The Road Home

By: Michelle Flynn

Executive Director

Acceptance of Award

Contractor: _____

By: _____

Title: _____

Date: _____

Section 7

Contract Template

This Construction Agreement is between The Road Home ("TRH") and CONTRACTOR ("Contractor").

1. Purpose

The purpose of this Construction Agreement is to establish the terms and conditions of the agreement between TRH and CONTRACTOR for construction work.

2. Scope of Work

Contractor shall furnish all materials and perform all the work described in the Description of Work, the Plans (if any), and the Specifications (if any). The work is generally described as follows:

Window replacement.

Property Address: 1097-1099 Wenco Circle, Salt Lake City, UT 84104

3. Agreement Term

This Agreement is effective as of the date of signature by both parties. TRH shall provide written authorization to Contractor to commence work. Contractor agrees to start work within 7 calendar days after receipt of Notice to Proceed. This Agreement automatically terminates on June 30, 2023, unless both parties agree in writing to extend the Agreement.

Contractor agrees to complete work on or before _____, 2022. If completion is delayed beyond Contractor's control, Contractor will provide timely notice to TRH of the reasons for such delay. Contractor agrees to pay liquidated damages in the amount of \$500/day after _____, 2022. If such good cause is claimed by the Contractor, it shall be Contractor's obligation to substantiate its claims by adequate documentation. TRH is not required to accept such claims if they are considered unreasonable.

The Contractor will correct any defects due to faulty materials or workmanship which appear within one (1) year from the date of completion. Contractor agrees that all the warranties contained herein will apply to all work performed under the Contract, including that performed by any Sub-Contractors.

4. Permits

Contractor agrees to secure and pay for all necessary permits and licenses required for Contractor's performance and to adhere to all applicable local, State, and federal codes and requirements whether or not covered by the specifications for the work, including any Contractor registration requirements. Contractor will send a copy of all permits to the email address in the contact section with final invoice for payment.

5. Payments, Lien of Claims

TRH will pay CONTRACTOR no more than _____ dollars and _____ cents (\$xx.xx) for services provided as outlined in Exhibit A. TRH and Contractor agree that no material changes or alterations in the description of work or price provided will be made unless in writing and mutually agreed to by both parties and authorized by Salt Lake City. Contractor will submit to TRH all backup documentation necessary to document expenses, including invoices, purchase orders, payroll, and other documents as applicable.

Final payment will be made within 30 days after final completion of the work, submission of all expense documentation and approval by Salt Lake City that CONTRACTOR and all SUBCONTRACTORS have met all Federal requirements. CONTRACTOR will provide, at time of final payment, lien waiver covering CONTRACTOR and all SUBCONTRACTORS on the project. If at any time there is evidence of any lien or claim for which, if established, TRH might become liable, and which is chargeable to the Contractor, TRH has the right to retain out of any payment due, or thereafter to become due, an amount sufficient to completely indemnify them against such lien or claim and, should there prove to be any such claim after all payments are made, the Contractor shall refund to TRH all money that TRH may be compelled to pay in discharging any lien on said premises made obligator in consequence of the Contractor's default.

The Contractor will promptly pay all Sub-Contractors, materials, laborers, and employees, and will require all Sub-Contractors to do likewise and will keep the property free from all liens, claims, or judgments and will defend, indemnify, and hold harmless TRH from and against any and all such liens, claims, or judgments and from any and all suits, actions, or proceedings and of defending same.

6. Insurance

The Contractor will maintain insurance as necessary to protect Contractor against such claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by the Contractor or by any Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor will provide TRH with certificates of insurance with the initial invoice submission.

7. Contact Information

Written communication under this Agreement will be addressed to the individuals listed below:

The Road Home

Grants & Compliance

1415 South Main Street

Salt Lake City, UT 84115

grantsmgmt@theroadhome.org

CONTRACTOR

ATTN:

ADDRESS LINE 1

ADDRESS LINE 2

EMAIL

8. Confidentiality

Contractor agrees to take all measures necessary to ensure its staff and other associated persons keep all confidential information strictly confidential. All records containing personally identifying information as defined in HUD's standards for participation, data collection, and reporting in a local Homeless Management Information System (HMIS) of any individual or family who applies for and/or receives services will be kept secure and confidential.

9. Applicable Law

This Agreement and all matters or issues collateral to it shall be governed by, and construed in accordance with the laws of the State of Utah, all applicable local and federal laws, without application of any principles of choice in laws.

10. US Department of HUD HOME Investment Partnerships Program grant and US Department of Labor (DOL) Regulatory Requirements

Contractor acknowledges that it is subject to all requirements in 24 CFR part 570, as applicable.

11. Exhibits

Exhibit A: Scope of Work

Exhibit B: Bid Specifications

Exhibit C: Notice of Award

Exhibit D: Notice to Proceed

Exhibit E: Utah General Requirements for Steep Slope Roofing

Signed this _____ day of _____, 2022.

By: _____

Name: Michelle Flynn

Title: Executive Director

By: _____

Name: _____

Title: _____