



**SOLICITATION FOR
CONSTRUCTION SERVICES**

STANDARD LOW BID PROJECT
(PROJECT BUDGETS OVER \$100,000)

October 28, 2020

**OGDEN DWS BUILDING CHILLER REPLACEMENT
DEPARTMENT OF WORKFORCE SERVICES
OGDEN, Utah**

DFCM Project #20475920

WHW Engineering

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BUYER’S ATTACHMENTS WITHIN U3P SOLICITATION:

- SUBCONTRACTOR LIST FORM & INSTRUCTIONS
- DFCM SAMPLE CONTRACTS
- CERTIFICATE OF SUBSTANTIAL COMPLETION
- CONTRACTORS PAST PERFORMANCE RATING EVALUATION FORM
- APPROVED DRAWINGS, AS APPLICABLE
- APPROVED SPECS, AS APPLICABLE

The current [DFCM General Conditions](#) (“**General Conditions**”) and all Supplemental General Conditions (“also referred to as General Conditions”) are available on the [DFCM website](#). The [General Conditions](#) in effect on the date of this solicitation are hereby made part of these contract documents by reference.

The Division of Facilities Construction and Management is located at:

State Office Building
Division of Facilities and Construction Management
4315 S. 2700 W., FL 3
Taylorsville, Utah 84129-2128

USPS Mailing Address:

Division of Facilities Construction and Management
P.O. Box 141160
Salt Lake City, Utah 84114-1160

Visitors, FedEx, UPS and Amazon deliveries:

State Office Building
Division of Facilities and Construction Management
4315 S. 2700 W., FL 3
Taylorsville, Utah 84129-2128

NOTE FROM THE UTAH DIVISION OF PURCHASING AND GENERAL SERVICES:

The Utah procurement website previously known as SciQuest has been re-branded as the [Utah Public Procurement Place \(U3P\) website](#). This is the same system you have generally known as SciQuest, Jaggaer, Utah Public Procurement Place, Utah Consortium, Utah SelectSite, and Utah Supplier Portal. The intent of the re-branding is to consolidate, into a single name, all references to how the procurement system is identified. The U3P system does not change any vendor accounts, sourcing events, or system functionality.

U3P CONTACT INFORMATION:

Project Specific Questions - Refer to the Project Schedule and specified source for submission.
Technical Questions - sciquestadmin@utah.gov.

INVITATION TO BID

Sealed bids will be received by the Division of Facilities Construction and Management (DFCM) for:

OGDEN DWS BUILDING CHILLER REPLACEMENT
OGDEN, UTAH
DFCM PROJECT #20475920

Project Description: See Project Description and contact information on page 4.

Construction Cost Estimate: \$220,000.00

The bid documents will be available at **3:00 PM** on **Wednesday, October 28, 2020** on the [Utah Public Procurement Place \(U3P\) website](#) and can also be accessed via the [DFCM website - Electronic Bidding](#).

A **MANDATORY** pre-bid meeting and site visit will be held at **1:00 PM** on **Thursday, November 5, 2020**, at **480 27th Street, Ogden Utah. PARKING LOT**. All contractors wishing to bid on this project must attend this meeting.

Bids are to be submitted electronically until **3:00 PM** on **Wednesday, November 18, 2020** through a secure mailbox on the [U3P website](#). It is the sole responsibility of the contractor to ensure their bid reaches the [U3P website](#) before the closing date and time. There is no cost to the contractor to submit electronic bids via the [U3P website](#). Bids may require the uploading of attachments. The submission of attachments containing embedded documents (i.e., zip files, .mov, wmp, and mp3 files, etc.) is prohibited. All documents should be attached as separate files. For questions relating to the [U3P website](#), please email sciquestadmin@utah.gov.

A bid bond in the amount of five percent (5%) of the bid amount, made payable to the Division of Facilities Construction and Management on the AIA Document A310 – 2010 Bid Bond form, or equivalent, shall accompany the bid submission and in the [U3P website](#). **If the bid bond is not uploaded with the bid through the [U3P website](#), the bid is NONRESPONSIVE.**

The Division of Facilities Construction & Management reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of the State.

PROJECT DESCRIPTION

Contact Information:

- **Project Specific Questions:** Refer to Project Schedule for deadline. All questions are to be submitted through the [Utah Public Procurement Place \(U3P\)](#).
- **U3P Technical/Bidding Questions:** sciquestadmin@utah.gov.

DFCM Project Manager: Sean Patrick | 801-518-1254 | spatrick@utah.gov

Project Description/Base Bid: Removal and replacement of existing split system chiller system with new equipment.

Qualification Requirements (if applicable): None

Additive Alternates: None

Construction Cost Estimate: \$220,000.00

Liquidated Damages: \$150.00

Tax Exempt: NO

THIS PROJECT WILL HAVE AN ENERGY INCENTIVE.

Energy Incentive: This project has been identified as having potential energy incentive(s) to be collected from the public utility. This will require some additional information be filled out and provided back to DFCM for submission to the utility company. Please reference the incentive information available on the Rocky Mountain Power and Dominion Energy websites.

BIDDING PROCESS

1. Drawings and Specifications, Other Contract Documents

Drawings and Specifications, as well as other available Contract Documents, may be obtained as stated in the Notice to Contractors.

2. Bids

Before submitting a bid, each contractor shall carefully examine the Contract Documents, shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the bid the cost of all items required by the Contract Documents. If the bidder observes that portions of the Contract Documents are incompliant with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the bidder shall promptly notify the DFCM Representative and the necessary changes shall be accomplished by Addendum.

Bids are to be submitted electronically through a secure mailbox at the [U3P website](#) until the date and time in this document. It is the sole responsibility of the contractor to ensure their bid reaches the [\(U3P\) website](#) before the closing date and time. There is no cost to the contractor to submit electronic bids via the [\(U3P\) website](#). Electronic bids may require the uploading of electronic attachments. The submission of attachments containing embedded documents (i.e., zip files, .mov, wmp, and mp3 files, etc.) is prohibited. All documents should be attached as separate files.

A bid bond properly signed by the contractor and a qualified surety, on the AIA Document A310 – 2010 Bid Bond form, or equivalent, in the amount of 5% of the bid, shall accompany the bid submission and uploaded in the [U3P website](#). If the bid bond is not furnished with the bid through the [U3P website](#), the BID is NONRESPONSIVE. The bid bond must be submitted on the AIA Document A310 – 2010 Bid Bond form, or equivalent, in order to be considered an acceptable bid unless only one bid is received by DFCM, or the failure to comply with the bid bond requirements is determined by the Director of DFCM to be non-substantial based on the following:

- (a) the bid bond is submitted on a form other than AIA DOCUMENT A310 – 2010 Bid Bond form, or equivalent, and the bid bond meets all other requirements including being issued by a surety firm authorized to do business in the State of Utah and be listed in the U.S. Department of the Treasury Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies for an amount not less than the amount of the bond to be issued. A co-surety may be utilized to satisfy this requirement; and
- (b) the contractor provides a bid bond properly signed by a qualified surety and on the required AIA Document A310 – 2010 Bid Bond form, or equivalent, by the close of business of the next succeeding business day after the DFCM notifies the bidder of the defective bid bond.

A CASHIER'S CHECK CANNOT BE USED AS A SUBSTITUTE FOR A BID BOND.

3. Contract and Bond

The Contractor's Agreement can be accessed on the [DFCM website - DFCM Standard Construction Documents](#). The Contract Time will be as indicated in the bid. The successful bidder, simultaneously with the execution of the Contract Agreement, will be required to furnish a performance bond and a payment bond on the AIA Document A312 - 2010 Performance and Payment Bond form, or equivalent. These fully executed/signed bonds are to be e-mailed to dfcmcontracts@utah.gov.

The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the contract sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for subcontractors will be specified in the Supplementary General Conditions.

4. Listing of Subcontractors

Listing of Subcontractors shall be as required by the RFP and as summarized in the "Instructions and Subcontractor's List Form", which can be found on the [DFCM website - DFCM Standard Construction Documents](#). The Subcontractors List shall be emailed to dfcmcontracts@utah.gov by the date and time stated in the Project Schedule.

DFCM retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any contractor who is found to not be in compliance with these requirements is subject to a debarment hearing and may be debarred from consideration for award of contracts for a period of up to three years.

5. Interpretation of Drawings and Specifications

If any person or entity contemplating submitting a bid is in doubt as to the meaning of any part of the drawings, specifications or other Contract Documents, such person shall submit to the DFCM Project Manager a request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda posted through the [U3P website](#). Neither the DFCM nor A/E will be responsible for any other explanations or interpretations of the proposed documents. A/E shall be deemed to refer to the architect or engineer hired by DFCM as the A/E or Consultant for the Project.

6. Addenda

Addenda will be posted through the [U3P website](#). Contractors are responsible for obtaining information contained in each addendum. Addenda issued prior to the submittal deadline shall become part of the bidding process and must be acknowledged when the bid is submitted electronically through the [U3P website](#). Failure to acknowledge addenda may result in disqualification from bidding.

7. Award of Contract

The Contract will be awarded as soon as possible to the lowest, responsive and responsible bidder, based on the lowest combination of base bid and acceptable

prioritized alternates, provided the bid is reasonable, is in the interest of the State of Utah to accept and after applying the Utah Preference Laws in U.C.A. Title 63, Chapter 56. DFCM reserves the right to waive any technicalities or formalities in any bid or in the bidding. Alternates will be accepted on a prioritized basis with Alternate 1 being highest priority, Alternate 2 having second priority, etc.

8. DFCM Contractor Performance Rating

As a contractor completes each DFCM project, DFCM, the architect/engineer and the using agency will evaluate project performance based on the “DFCM Contractor Performance Rating” form. The ratings issued on this project will not affect this project but may affect the award on future projects.

9. Licensure

The Contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah.

10. Permits

In concurrence with the requirements for permitting in the [General Conditions](#), it is the responsibility of the Contractor to obtain the fugitive dust plan requirements from the Utah Division of Air Quality and the SWPPP requirements from the Utah Department of Environmental Quality and submit the completed forms and pay any permit fee that may be required for this specific project. Failure to obtain the required permit may result in work stoppage and/or fines from the regulating authority that will be the sole responsibility of the Contractor. Any delay to the project as a result of any such failure to obtain the permit or noncompliance with the permit shall not be eligible for any extension in the Contract Time.

11. Right to Reject Bids

DFCM reserves the right to reject any or all Bids.

12. Time is of the Essence

Time is of the essence in regard to all the requirements of the Contract Documents.

13. Withdrawal of Bids

Bids may be withdrawn on written request received from bidder prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

14. Product Approvals

Where reference is made to one or more proprietary products in the Contract Documents, but restrictive descriptive materials of one or more manufacturer(s) is referred to in the Contract Documents, the products of other manufacturers will be accepted, provided they equal or exceed the standards set forth in the drawings and specifications and are compatible with the intent and purpose of the design, subject to the written approval of the A/E. Such written approval must occur prior to the deadline established for the last scheduled addenda to be issued. The A/E’s written approval will be in an issued addendum. If the descriptive material is not restrictive, the products of

other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design as determined by the A/E.

15. Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors

Contractors shall respond promptly to any inquiry in writing by DFCM to any concern of financial responsibility of the contractor, subcontractor or sub-subcontractor.

16. Debarment

By submitting a bid, the Contractor certifies that neither it nor its principals, including project nor site managers, have been, or are under consideration for, debarment or suspension, or any action that would exclude such from participation in a construction contract by any governmental department or agency. If the Contractor cannot certify this statement, attach to the bid a detailed written explanation which must be reviewed and approved by DFCM as part of the requirements for award of the Project.

**STANDARD LOW BID PROJECT SCHEDULE
U3P SOURCING EVENT #MP21012**

OGDEN DWS BUILDING CHILLER REPLACEMENT
DEPARTMENT OF WORKFORCE SERVICES
PROJECT #20475920

EVENT	DATE	TIME	PLACE
STAGE II BIDDING DOCUMENTS POSTED	WEDNESDAY, OCTOBER 28, 2020	3:00 PM	Utah Public Procurement Place (U3P)
MANDATORY PRE-BID SITE MEETING	THURSDAY, NOVEMBER 5, 2020	1:00 PM	480 27th St, Ogden, UT Parking Lot
QUESTIONS DEADLINE	TUESDAY, NOVEMBER 10, 2020	3:00 PM	Utah Public Procurement Place (U3P)
ADDENDUM DEADLINE	THURSDAY, NOVEMBER 12, 2020	3:00 PM	Utah Public Procurement Place (U3P)
CONTRACTOR BID & BID BONDS DUE	WEDNESDAY, NOVEMBER 18, 2020	3:00 PM	Utah Public Procurement Place (U3P)
SUBCONTRACTOR LISTS DUE	THURSDAY, NOVEMBER 19, 2020	3:00 PM	EMAILED TO dfcmcontracts@utah.gov
SUBSTANTIAL COMPLETION DATE	FRIDAY, APRIL 9, 2021		