



INVITATION TO BID

Sealed bids will be received by the Carson City School District, Operation Services Center, 398 N. Richmond Avenue, Carson City, Nevada 89703 for the project listed below. Such sealed bids as are received will be opened and read publicly at the listed location, date, and time by a representative of the School District. Bids must be submitted with the Bid Proposal Form supplied.

SCOPE OF WORK

In general, provide all labor, materials, equipment, and supervision to repair and coat the designated roof sections as specified at Mark Twain Elementary School, Fremont Elementary School, and Carson High School.

PROJECT IDENTIFICATION

Project Name:

**Carson City School District
2023 Roof Coating Project**

Mark Twain Elementary School

2111 Carriage Crest Drive
Carson City, NV 89706

Sections A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, and Y

Fremont Elementary School

1511 Firebox Road
Carson City, NV 89701

Sections A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, and Y

Carson High School

1111 N. Saliman Road
Carson City, NV 89701

Sections A, B, C, D, E, F, G, M, N, O, P, Q, R, S, and T

Project No. : 00-23-01

Labor Commission PWP No. : CC-2023-253

OWNER CONTACT

Carson City School District (CCSD)
Operations Service Center
Steven West, Director of Operations
398 N. Richmond Avenue
Carson City, Nevada 89703
swest@carson.k12.nv.us
(775) 283-2181 Office

ROOF CONSULTANT

Benchmark, Inc.
Curtis Liscum, RRC, RRO
6065 Huntington Court N.E.
Cedar Rapids, Iowa 52402
(319) 440-6312
cliscum@benchmark-inc.com

BID OPENING

Bids will be received and opened at the following location, date, and time:

Bid Opening Date: **April 25, 2023**
Time: **2:00 p.m.** (local time)
Place: CCSD, Operations Service Center
398 N. Richmond Avenue
(Richmond & Telegraph Street)
Carson City, Nevada 89703

MANDATORY PRE-PROPOSAL CONFERENCE/JOB WALK

All Prime CONTRACTORS (Bidders) are required to attend the '**Mandatory**' pre bid meeting in order to be eligible to submit a bid. Major SUBCONTRACTORS are strongly encouraged to attend the mandatory pre bid meeting, although major SUBCONTRACTORS are not required to attend. The job site inspection is intended to be a group walk.

Pre-Proposal Meeting Location: Mark Twain Elementary School
2111 Carriage Crest Drive
Carson City, NV 89706

Pre-Proposal Meeting Date: **March 29, 2023**
Pre-Proposal Meeting Time: **10:00 a.m.** (local time)

Following the Mandatory Pre-Proposal Conference Meeting, we will conduct a job walk for the Mark Twain Elementary School, Fremont Elementary School, and Carson High School.

Please email Karen Jackson at kjackson@carson.k12.nv.us with your company name and a maximum number of 3 people per company planning to attend. The format of the conference is to summarize background and procedural information.

BID QUESTIONS

All bid questions & RFI's due to **Curt Liscum** and Karen Jackson on or before **April 19, 2023, 2:00 p.m.**

local time. Bid questions are to be submitted via email to curtl@benchmark-inc.com and kjackson@carson.k12.nv.us. An Addendum entitled Questions & Answers will be posted by **Friday, April 21, 2023** on the Bond & Capital bidding opportunity web site, under the Departments / Bond & Capital Projects “ Bond & Capital Bidding Opportunities” tab.

CONSTRUCTION COST ESTIMATE

The estimated construction cost for the base bid of this project is: **\$1,200,000.00**

BOND REQUIREMENT

Performance Bond Required

PREVAILING WAGES

The CONTRACTOR shall comply strictly with the requirements of NRS Chapter 338 and shall pay, if required by statutes, prevailing wage rates for the appropriate labor positions as outlined in the “Carson City – Prevailing Wage Rates for Public Works, State of Nevada, Carson City” for projects that are \$100,000 or greater. The prevailing wage rate is established and published by the Office of the Nevada Labor Commission. The applicable wage rates must be posted at the site of the Project in a place generally visible to the workers.

APPRENTICESHIP UTILIZATION PROGRAM - NRS 338.01165; SB 207 REQUIREMENTS (2019)

Apprentices-SB207 NRS 338.01165 – Refer to Exhibit D – GENERAL CONDITIONS, Section 5.4.8

After the bids are opened, the apparent successful bidder must provide the Project Workforce Checklist to the OWNER within 24 hours after bid opening along with the SUBCONTRACTOR list, which indicates expected classification of workers on the project and the determination as to whether or not apprentices may be required. **A PROJECT WORKFORCE CHECKLIST MUST BE COMPLETED BY THE CONTRACTOR AND BY EACH SUBCONTRACTOR.**

ACCESS TO BID DOCUMENTS

Bid Documents may be *obtained* at the following location:

Carson City School District Web-site/Departments/Bond & Capital Bidding Opportunities

(under the Departments / Bond & Capital Projects “ Bond & Capital Bidding Opportunities” tab)

BIDDER QUALIFICATIONS

General CONTRACTORS, SUBCONTRACTORS and/or others desiring to bid on this work shall be licensed for this type of work and qualified by the Nevada State Contractors Board prior to the bid opening. Minority-owned or women-owned business participation is specifically invited.

All bidders submitting bids to the School District must be a Registered Vendor with the School District. If not a current CCSD Vendor please submit a Vendor Application with bid:

<http://www.carsoncityschools.com/common/pages/DisplayFile.aspx?itemId=5025278>

The right is reserved by the OWNER to reject any or all bids, or to accept the bid deemed best for the interest of the Carson City School District.

BID PROTESTS

In accordance with Nevada Revised Statutes Section 338.142, a person who bids on a contract may file a notice of protest regarding the awarding of the contract within 5 business days after the date that the recommendation to award the contract is issued and posted on the Carson City School District website (under the Departments / Bond & Capital Projects “Bond & Capital Bidding Opportunities” tab). The protest must include a written statement specifying the reasons for the protest and the applicable provisions of law that were violated.

A person filing a notice of protest may be required, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this state or submit other security, in a form approved by the public body, to the public body who shall hold the bond or other security until a determination is made on the protest.

A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of 25% of the total value of the bid submitted by the person filing the notice of protest; or \$250,000.

NEWSPAPERS

Reno Gazette Journal

NEWSPAPER PUBLISH DATE

Monday, March 20, 2023

Revised 3/29/2023

INSTRUCTIONS TO BIDDERS

PROJECT: Carson City School District
2023 Roof Coating Project

Mark Twain Elementary School
2111 Carriage Crest Drive
Carson City, NV 89706
Sections A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, and Y

Fremont Elementary School
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Project No.: 00-23-01
Labor Commission PWP No.: CC-2023-253

OWNER: Carson City School District
Operations Service Center
398 N. Richmond Avenue
(Richmond & Telegraph Street)
Carson City, Nevada 89703

SECTION 1 DEFINITIONS

1.1 **Bidder:** The person or organization submitting a bid to the Carson City School District in response to an Invitation to Bid. The term Bidder means the CONTRACTOR or his authorized representative.

1.2 **Work:** The term Work includes all labor, materials, services, equipment, tools, transportation, power, water, permanent and temporary utilities, utility connections, provisions for safety, and all incidental and other things necessary to produce the finished construction as described by the Bid Documents.

1.3 **Bid Date:** The day established in the Invitation to Bid (or by subsequent addendum) for the submission of bids to the Carson City School District and for opening of those bids.

1.4 **Bid Time:** The time established in the Invitation to Bid (or by subsequent addendum) for the submission of bids to the Carson City School District and for opening of those bids. The official time governing the bid opening will be announced periodically by a representative of the District at the place of bidding.

1.5 Bid Documents: The Bid Documents consist of but not limited to the Invitation to Bid, Scope of Work, Bid Proposal Form, the 5% and 1% SUB-CONTRACTOR Forms, CCSD Communications Systems Construction Standards, copy of OWNER-CONTRACTOR Agreement, CCSD CONTRACTOR Policy and Procedures Dated, May 20, 2020 and these Instructions to Bidders.

1.6 OWNER: The OWNER is the Carson City School District (CCSD), and shall include his authorized representatives and the administrator(s) at the specific school site.

1.7 Consultant: The Consultant is the person or organization identified as such in the Bid Proposal Form, and shall include his authorized representatives.

1.8 Place of Bidding: The specific location established in the Invitation to Bid for the public opening of bids.

SECTION 2 PREQUALIFICATION OF BIDDERS

2.1 Each Bidder shall be properly licensed by the Nevada State Contractors Board prior to the bid opening. The OWNER will not award a contract to any Bidder who, at the time of the bid, is not licensed under the provisions of Nevada Revised Statutes Chapter 624, or if the contract would exceed the limit of his license.

2.2 Prior to the bid opening each Bidder shall be qualified under the terms of Nevada Revised Statutes Section 338.1377 or Nevada Revised Statutes Section 338.1382.

2.3 Each Bidder shall ensure that all sub-bids utilized by him in preparing his bid have been obtained from SUBCONTRACTORS who are properly licensed on the Bid Date by the Nevada State Contractors Board to perform their portion of the work. A SUBCONTRACTOR named by the Bidder who is not properly licensed for that portion of the work shall be DEEMED to be unacceptable. The Bidder shall provide an acceptable SUBCONTRACTOR before the award of the contract at no additional cost to the OWNER.

SECTION 3 PREPARATION OF BIDS

3.1 Each Bidder is solely responsible for the proper and complete preparation of his bid. The failure of a Bidder to comply with any or all provisions of the Instructions to Bidders, or with the requirements of the Bid Documents may result in the rejection of the Bid by the OWNER.

3.2 Each bid shall be submitted on the **Bid Proposal Form** provided with the Bid Documents.

3.3 Where indicated each Bidder shall:

A. Print or type his name and address.

B. If a partnership, print or type the names of all partners.

C. If incorporated, print or type the State in which incorporated, and attach seal.

- D. Clearly and legibly print or type the amount of the base bid and, if applicable, the amount of each bid alternate.
- E. Sign and date the Bid Proposal Form. Print or type the title of the authorized representative(s) signing the form. The signature(s) must be of an authorized officer of the firm.
- F. Enter the Nevada State Contractors Board license number of the Bidder.
- G. Pursuant to Nevada Revised Statutes Section 338.141, which states in pertinent part, each bid the general CONTRACTOR shall also list any portion of the work exceeding 5% of the general CONTRACTOR'S total bid that the general contractor intends to self-perform. If the prime CONTRACTOR substitutes a SUBCONTRACTOR to perform such work, the prime contractor shall forfeit as a penalty to the OWNER the lesser of, excluding change orders;
 - 1. An amount equal to 2.5% of the Contract Sum; or
 - 2. An amount equal to 35% of the estimated cost of the work that the prime CONTRACTOR indicated in his bid that he would perform.
- H. Pursuant to Nevada Revised Statutes Section 338.141, which states in pertinent part, within two hours after the completion of the bid opening, the prime CONTRACTORS who submitted the three lowest bids shall submit a printed or typed list naming each first tier SUBCONTRACTOR who will provide labor or a portion of the work to the prime CONTRACTOR and a description of the portion of the work which each SUBCONTRACTOR named in the bid will complete, for which he will be paid an amount exceeding 1% of the prime CONTRACTOR'S total bid or \$50,000, whichever is greater, and the number of the license issued to the SUBCONTRACTOR by the Nevada State Contractors Board. If a prime CONTRACTOR fails to submit such a list within the required time, his bid shall be deemed non-responsive.

The general CONTRACTOR shall also list any portion of the work exceeding 1% of the general CONTRACTOR'S total bid or \$50,000, whichever is greater, that the general CONTRACTOR intends to self-perform. If the prime CONTRACTOR substitutes a SUBCONTRACTOR to perform such work, the prime CONTRACTOR shall forfeit as a penalty to the OWNER the lesser of, excluding change orders;

 - 1. An amount equal to 2.5% of the Contract Sum; or
 - 2. An amount equal to 35% of the estimated cost of the work that the prime CONTRACTOR indicated in his bid that he would perform.
- I. The prime CONTRACTOR whose bid is accepted shall not substitute a SUBCONTRACTOR who is named in the bid, unless such substitution complies with Nevada Revised Statutes Section 338.141. If the prime CONTRACTOR fails to comply with Nevada Revised Statutes Section 338.141 as amended by Senate Bill No. 268 the prime CONTRACTOR shall forfeit as a penalty to the OWNER an amount equal to 1% of the Contract Sum.

3.4 Within 48 hours after receipt of an Intent to Award letter the Contractor shall submit to the Carson City School District a final and complete list of all SUBCONTRACTORS and SUB-SUBCONTRACTORS who will participate in any portion of the work, along with their Nevada State Contractor's license number, and a description of the work that they will perform. Should the 48 hour time period elapse on a weekend day or on a recognized state holiday the required list may be submitted on the following business day.

The prime CONTRACTOR shall also list any portion of the work that the prime CONTRACTOR intends to self-perform.

3.5 Each bid shall be based on providing the materials and equipment specified in the Bid Documents. The determination of whether material or equipment is equal to that specified is the responsibility of the OWNER, and each Bidder submitting his bid shall agree to abide with his decision if awarded a contract. Bidders are advised not to prepare bids in anticipation of substitutions to specified materials or equipment being accepted.

3.6 Materials and equipment for which there is no installation procedure noted in the specifications shall be installed in conformance with the manufacturer's written instructions.

3.7 Bidders may request interpretations or clarifications of the Bid Documents at any time prior to end of Questions period as stated on timeline by making a written request to the OWNER, who may then issue a written addenda to all Bidders prior to the Bid Time. No interpretation, clarification, or change to the Bid Documents will be binding on the OWNER unless it is included in an Addendum. It is the sole responsibility of each Bidder to ensure that he has received all Addenda issued, and he shall acknowledge his receipt of each Addenda on the Bid Proposal Form.

3.8 Each Bidder shall be solely responsible to inform himself fully of all conditions relating to the Bid Documents and the work prior to submitting a bid.

3.9 All applicable State laws, County ordinances, and the rules and regulations of local and State authorities having jurisdiction over the work, shall apply to the Bid Documents as if repeated in full therein. The Bidder's attention is directed to those portions of the Bid Documents which govern insurance, wage rates, allowances, equal employment opportunity, inspection and testing of materials, liquidated damages, and contract time.

3.10 The prevailing wage rates as established by the Office of the Nevada Labor Commissioner must be paid when noted in the Invitation to Bid, regardless of the size of the project. The wage rates published in the contract documents must be posted at the site of the project in a place generally visible to the workmen.

SECTION 4 NOT USED

SECTION 5 SUBMISSION OF BIDS

5.1 Pursuant to Nevada Revised Statutes Section 338.1389, a Bid submittal shall consist of the

properly completed and signed Bid Proposal Form, a Certificate of Eligibility pursuant to Assembly Bills No. 144 & 574 (when and if the Bidder is eligible), a 5% Bid Bond, the required SUBCONTRACTOR lists (1% and 5%), and acknowledgement receipt of addenda(s).

5.2 Each Bid shall be delivered to an authorized representative of the Carson City School District at the place of bidding prior to the Bid Time on the Bid Date. Any bid received after that time will be rejected. It is the sole responsibility of the Bidder to ensure that his bid is received by the proper authority at the proper time.

5.3 Each Bid shall be delivered in a sealed envelope bearing on the outside the name of the bidder, his address, and the project name and number for which the Bid is submitted. Any other written or printed information relating to the Bid or the work appearing on the outside of the envelope, except for the address of the Carson City School District, may result in rejection of the Bid.

5.4 In submitting a Bid, the Bidder agrees and certifies that:

- A. He has carefully checked the submitted Bid, and will accept a contract offered in accordance with it, and accordance with the terms and conditions of the Bid Documents.
- B. The Bid is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person other than the Bidder.
- C. He has not induced or solicited any other Bidder to submit a sham bid or to refrain from bidding.
- D. He has read and understands the Bid Documents, and is thoroughly familiar with all requirements of the work.
- E. He has informed himself fully of the conditions relating to the construction of the project. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the contract.
- F. He has informed himself fully that his Nevada State Contractor's License is acceptable to the Nevada State Contractors Board for the type of work covered by the bid. Each Bidder is held responsible for submitting bid proposals only if properly and adequately licensed by the Nevada State Contractors Board prior to submitting his bid.

SECTION 6 OPENING OF BIDS

6.1 All bids received by the representative of the OWNER will be Timed and Date stamped prior to the Bid Time on the Bid Date and will be opened, and read publicly at the specified time and place of bidding.

6.2 Any obvious irregularities in any bid will be announced when the bid is opened.

SECTION 7 NOT USED

SECTION 8 WITHDRAWAL AND MODIFICATION OF BIDS

8.1 Any submitted Bid can be withdrawn or modified, and resubmitted by the Bidder at any time prior to the Bid Time on the Bid Date.

8.2 Once the bid opening commences withdrawal of a submitted Bid will be considered only in a case when all of the following conditions are met:

- A. The bid amount was reached as the result of a bona fide clerical error.
- B. Written notice of the error is received by the OWNER within 24 hours after the bid opening. The written notice fully explains the nature and cause of the error.
- C. The OWNER will review the information submitted by the Bidder concerning the alleged error and the circumstances surrounding the alleged error, and will make a determination as to whether the circumstances justify the withdrawal of the Bid by reason of a bona fide clerical error.

8.3 After the recommendation to award the contract is issued and posted on the School District web-site (pursuant to Section 12 "Notice of Intent to Award") the CONTRACTOR'S bid cannot be withdrawn for any reason without forfeiture of the bid security in accordance with the terms of the bid bond.

8.4 A Bid may be modified by a facsimile sent to the OWNER at the place of bidding, provided such facsimile is received by the representative of the OWNER prior to the Bid Time on the Bid Date. The facsimile shall not reveal the bid price, but shall provide the addition or subtraction to bid amounts or other modifications, such that the final bid amount or terms will not be known until the Bid to be modified is opened.

SECTION 9 RIGHTS OF THE OWNER

9.1 The OWNER specifically reserves the right to reject any and all bids, and to determine the validity of any bid not prepared or submitted in accordance with these instructions. The OWNER reserves the right to award a contract to the Bidder who has, in the judgment of the OWNER, submitted the lowest responsible bid in accordance with the provisions of Section 11, Determination of Low Bidder.

SECTION 10 NOT USED

SECTION 11 DETERMINATION OF LOW BIDDER

The final determination of the low bidder for any Carson City School District Project will be determined on the basis of the base bid plus any bid alternates which are accepted.

11.1 For projects where the estimated construction cost exceeds \$250,000 the terms and conditions of Nevada Revised Statutes Section 338.1389 apply, which states in pertinent part:

- A. A public body shall award a contract for a public work to the CONTRACTOR who submits the best bid.

- B. For the purpose of this section, the lowest bid is a bid provided by the CONTRACTOR who:
1. Has been found to be a responsible and responsive CONTRACTOR by the public body; and
 2. Pursuant to Nevada Revised Statutes Section 338.1389, at the time that he submits his bid, provides a Certificate of Eligibility (when and if the CONTRACTOR is eligible), issued by the Nevada State Contractors Board; and an 'Affidavit of Compliance' certifying compliance with Assembly Bills No. 144 and 574, and
 3. The bid is not more than 5 percent higher than the bid submitted by the lowest responsive and responsible bidder who does not have, at the time he submits his bid, a valid Certificate of Eligibility. In order to be eligible for the 5% bid preference, the Bidder must have a valid Certificate of Eligibility.
- C. Should any Bidder neglect to attach a valid Certificate of Eligibility with their Bid Proposal the Bidder will not receive the associated 5% bid preference until such time that a valid Certificate of Eligibility is received. The Bidder must furnish a valid Certificate of Eligibility to the Carson City School District within 2 hours of the Bid Opening in order to receive the 5% bid preference. After the 2 hour time period has elapsed if a valid Certificate of Eligibility has not been received the Bidder will be deemed ineligible for the 5% bid preference.
- D. If any federal statute or regulation precludes the granting of federal assistance or reduces the amount of that assistance for a particular public work because of the provisions of Section

11.1(B), Those provisions do not apply insofar as their application would preclude or reduce federal assistance for that work.

11.2 When the approved budget permits the acceptance of the base bid and one or more bid alternates, the bid alternates will be selected and awarded by the OWNER in any order or combination and in the best interest of the OWNER.

11.3 The base bid and bid alternates of the low bidder are subject to negotiation in the best interest of the OWNER.

11.4 Pursuant to Nevada Revised Statutes Section 338.1385 any bid received may be rejected if the OWNER or its authorized representative determines that:

- A. The Bidder is not qualified;
- B. The Bid received is not responsive;
- C. The quality of the services, materials, equipment, or labor offered does not conform to the plans and specifications; or
- D. The public interest would be served by such a rejection.

SECTION 12 NOTICE OF INTENT TO AWARD

12.1 Once the Carson City School District reviews and evaluates the bids that were received, notification of the recommendation to award the contract will be posted on the Carson City School District website (under the Departments / Bond & Capital Projects “Bond & Capital Bidding Opportunities” tab) This notification will typically be posted within 1 week after the bid opening. It shall be the responsibility of all interested bidders to check the website as necessary to determine the posting date.

12.2 Once the 5 day bid protest period has elapsed (see Invitation to Bid for details regarding bid protests) and the Carson City School District arrives at a determination of the best bid, the Carson City School District will issue an Intent to Award letter to the recommended CONTRACTOR.

12.3 The Intent to Award letter will include notification as to whether the provisions of Assembly Bills No. 144 and 574 are applicable to the Project.

SCOPE OF WORK

- A. Contract work scope descriptions contained within this section are intended to describe the basic scope of work for the contract. Specific portions of the work have been noted in order to clarify the items that are part of this contract and are not to be construed as a complete listing of the work requirements.
- B. Provide all labor, materials, equipment, and supervision to repair and coat the designated roof sections as specified at Mark Twain Elementary School, Fremont Elementary School, and Carson High School

A MANDATORY PRE-PROPOSAL CONFERENCE/JOB WALK will be required

Wednesday, March 29 2023 at 10:00 a.m.

Mark Twain Elementary School

2111 Carriage Crest Drive

Carson City, NV 89706

Only those attending this Pre-Proposal Conference are eligible to submit a BID

TIMELINE OF EVENTS

<u>BID EVENTS</u>	<u>DATE</u>
BID Released	Monday, March 20, 2023
Mandatory Pre-proposal Conference/Job Walk	Wednesday, March 29, 2023 @ 10:00 a.m. @ Mark Twain Elementary School, meet at Front Office
All Bid Questions Due	Wednesday, April 19, 2023 (by 2:00 p.m. local time)
Responses to Questions Posted as "Addendum"	Friday, April 21, 2023
BIDS DUE & opened	Tuesday, April 25, 2023, 2:00 p.m.
Recommendation for Award Posted	Thursday, April 27, 2023
Award Granted	Thursday, May 4, 2023
Construction Begins **	June 2, 2023
Construction Ends **	August 11, 2023

CONTRACT SCHEDULE **

If this bid is accepted, **Carson City School District 2023 Roof Coating Project** is to start as soon as possible after the Award is granted on or after June 2, 2023 with substantial completion by August 11, 2023. The schedule is to be coordinated with Carson City School District, Benchmark Inc., and the awarded CONTRACTOR.

LIST OF EXHIBITS

- Exhibit A: BID PROPOSAL FORM
- Exhibit B: 5% SUBCONTRACTOR Information Form
- Exhibit C: 1% SUBCONTRACTOR Information Form
- Exhibit D: CCSD OWNER-CONTRACTOR Agreement (sample)
- Exhibit E: CCSD CONTRACTOR Policy & Procedures Dated 05/20/20
- Exhibit F: CCSD General Conditions
- Exhibit G: CCSD Communications Systems Construction Standards
- Exhibit H: Carson City School District, 2023 Roof Coating Project, Project Manual, including Specifications dated: 2/1/2023

Revised 3/29/2023