

INSTRUCTIONS TO BIDDERS

NOTE: The City reserves the right to appoint a substitute designee for these positions at the City's discretion.

IB.1 BIDDING PROCEDURES

A. Pre-bid Conference

If required, a Pre-bid Conference will be held at the time and place indicated in the Event Details of this project in NGEM. The purpose of this conference is to discuss the Project, prospective Bidders concerns, and key issues of the Project. Attendance is not mandatory unless otherwise indicated.

B. Contract Drawings

The Contract Drawings do not purport to show all the details of the Work. They are intended to illustrate the character and extent of the performance desired under the Contract; therefore, they may be supplemented or revised from time to time, as the Work progresses, by the Construction Manager. Drawing revisions and/or additional drawings or sketches will be made and furnished to the Contractor if they are deemed necessary to adequately illustrate the Work.

C. Contractor's License

All Bidders shall be licensed by the State of Nevada to do the type and value of work contemplated in this project. The successful bidder shall possess a valid and applicable Contractor's License issued by the Nevada State Contractors Board under the provisions of Chapter 624 of Nevada Revised Statutes, **at the time of submitting its bid.**

All bidders shall ensure that all sub-bids utilized in preparing the bid have been obtained from subcontractors who are properly licensed on the bid date by the Nevada 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 is unacceptable. The bidder shall provide an acceptable subcontractor within 48 hours of discovery of the exception and before any further work on the project is undertaken.

Bidders proposing to submit a "Joint Venture Bid" shall obtain the written approval of the Nevada State Contractors Board prior to submitting such a bid and shall include a copy of that approval with their bid submittal.

D. Interpretations and Addenda

Bidder shall take no advantage of any apparent error or omission in this Bid Document. In the event the Bidder discovers such an error or omission, he/she shall immediately notify the City's Contract Administrator in writing or by email. Carson City will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of this Bid Document through the issuance of an Addendum. Any Addendum or clarification supplementing this Bid Document, the Drawings, and the Specifications, issued prior to the date and time set for the submittal of Bid Proposal shall be made part of the Contract.

If it becomes necessary to revise any part of this Bid Document, a written addendum will be posted on our website. The City is not bound by any oral representations, clarifications, or changes made by Carson City employees, or representatives, unless such clarification or change is provided to all Bidders in written addendum form.

Addenda shall be posted on the City's website to all who are known by the City to have received a complete set of Bid Documents. No Addendum shall be issued by Carson City less than two (2) working days prior to the advertised date and time for Bid submittal. **Note:** Bidders are requested to submit questions four (4) working days prior to the advertised date and time for Bid submittal.

Prior to submission of the Bid Proposal, each Bidder shall ascertain that he/she has received all Addenda issued. The Bidder shall acknowledge receipt of all Addenda by completing the acknowledgment space provided on the Bid Proposal.

E. Bid Preparation and Submission including NGEM Lines Items

1. Bid Line Items must be entered through the Line Items tab in NGEM. Enter pricing in the price field provided. Required line items have a red asterisk (*) to the left of the required price field. A

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required line item must be completed in order to submit the response. Click **"Save"** (to save your responses), extended pricing will display after clicking save.

2. Bid forms are to be submitted on the forms provided and must be or electronically signed by pen by an officer or authorized agent (with attached power of attorney) of the Bidder. Any interlineation or alteration must be initialed in ink by a person authorized to bind the Bidder to a Contract. If the person making said interlineation or alteration is not the same person who signs the Bid Proposal, such person must write his/her signature and print his/her name and title on each page of the Bid Proposal where initials appear. Written delegation of signature authority to an agent acting on behalf of the Bidder must accompany the Bid and cannot contain any language which states the Bidder retains final approval of acceptance of any of the terms, conditions, specifications and/or finalized Contract.
3. Response Submission – Enter full name (required) and your email address (required). Click **"Error Check Response"** to determine if you have missed any required fields. Click **"Submit Response"**. A successfully submitted response will display "Response Submitted" followed by the date and time stamp in the Response Status Field. "Retract" to make changes to the submitted bid response. A retracted bid response is no longer considered submitted. The user must submit a retracted bid response again.
4. Carson City will not consider a Bid that fails to comply with the above stated requirements. All Bids must be received prior to the date and time specified.

F. Documents Necessary for Submittal

The Bid Bond, Bid Forms, Bidder's Preference Certificate of Eligibility (if applicable) and any other documents required as defined in Response Attachments and shall be included with the electronic submission. **Do not return the entire spec book with the Bid.** Carson City will not consider a Bid received if there is an omission of or failure to complete any portion of the required documents at the time of the Bid Opening.

G. Bid Security

1. Each Bid Proposal must be accompanied by a Cashier's check, Certified Check, or Bid Bond acceptable to Carson City in an amount equal to at least five percent (5%) of the Bidder's "Base Bid" Proposal. Said Bid Security shall be payable without condition to Carson City as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid Proposal and, in the manner and form required by the Bid Document, and will furnish the required PERFORMANCE and PAYMENT bonds. (Refer to Documents # 2151 and 2152). Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the Bid Security may be forfeited to the City as liquidated damages, not as penalty. All checks must indicate the Payee as "Carson City, Nevada" and reflect the Bid Title and Number. Failure to enclose a Bid guarantee with the sealed Bid will cause the Bid to be rejected and not considered.
2. Surety companies issuing bonds must be licensed to issue surety by the State of Nevada Insurance Division pursuant to NRS 683A.090 and issued by an appointed agent pursuant to NRS 683A.280. Bonds issued by an individual surety are not acceptable to the City.
3. The City will have the right to hold the Bid Security of Bidders to whom an award is being considered until either: (a) the Contract has been executed and bonds have been furnished, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

H. Quantities

The quantities given in the Bid Document or indicated by the unit Bid items are approximate quantities and are intended to illustrate the Scope of Work. The Bidder shall be responsible for verifying the exact quantities involved each month through the measurement and payment provisions of the Bid Document.

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I. Compensation

The Total Bid Price shall cover all Work required by the Bid Document. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, tools and temporary utilities; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices Bid. All work not specifically set forth as a pay item in the **Line Items** shall be considered a subsidiary obligation of the Bidder, and all costs in connection therewith shall be included in the prices Bid.

J. Schedule of Values

The purpose of the Schedule of Values shall serve the City in two (2) distinct areas:

1. **PRIOR TO AWARD OF BID:** Carson City may request a Schedule of Values for any or all item(s) included in the Bid Proposal for the purpose of determining an unbalanced Bid. The analysis shall be conducted by the City.
2. **AFTER AWARD OF BID:** Carson City will request a Schedule of Values for any or all item(s) included in the Bid Proposal for the purpose of making partial payments to the Contractor.

Under no circumstances may any Bid item reflected as LUMP SUM or otherwise be increased or decreased as a result of the Lump Sum Bid breakdown analysis.

All prospective Bidders may be required to prepare a Schedule of Values, and it shall be the Bidder's responsibility to verify the quantities as shown on the Drawings before preparing his/her Bid. The schedule as shown on the Contract Drawings does not constitute a complete outline of the Work to be performed by the Contractor in accordance with the Contract Drawings and Specifications. This list is intended to include all major items, and the Bid computed therefrom will be the maximum compensation for all work and materials furnished by the Contractor in order to comply with the Contract Drawings and Specifications, whether or not indicated in the approximate quantities or pertaining to the items of Work listed therein.

K. Validity of Bid

Carson City reserves the right to withhold award of the Contract for a period of sixty (60) days from the date of the Bid opening. The Bidder acknowledges in submitting his/her Bid that all prices listed in the Bid Proposal are valid for a period of not less than sixty (60) days from the date of the Bid Opening.

L. Bidders Preference (NOT APPLICABLE IF PROJECT IS FEDERALLY FUNDED)

Bidders submitting a proposal to a public body for a Public Work shall bear the responsibility to ascertain the relevancy of the "preference for certain contractors" referenced in NRS 338.147. Bidders claiming preference shall submit with their Bid Proposal the "Certificate of Eligibility" issued by the State of Nevada Contractor's Board as proof of Contractor's compliance with the provisions of NRS 338.147. Failure to submit the Certificate of Eligibility with your Bid shall result in a waiver of any Bidder preference.

Note: Pursuant to Subsection 8 of NRS 338.147, the provisions of Subsection 2 of NRS 338.147 do not apply to any Contract for a Public Work which is expected to cost less than \$250,000.

M. Bidders Representation

Each Bidder by submitting its Bid represents that:

1. The Bidder, signing the Proposal summary and submitting the bid represents that he/she has familiarized himself with the Notice to Contractors, Contract Drawings, Specifications, and Contract Documents and has found them fit and sufficient for the purpose of preparing his/her Bid. By submission of his/her Bid, he/she agrees to all the terms and conditions of the Bid Document and further agrees that no claim will be made against the City, the Construction Manager, or the Design Consultant for any damage that he/she or his/her subcontractors may have suffered due to the inadequacy of his/her Bid on account of any alleged errors, omissions, or other deficiencies in the Notice to Contractors, Drawings, Specifications, or Contract Documents supplied to him/her by the City.

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2. The submission of a Bid shall constitute an acknowledgment upon which the City may rely that the Bidder has thoroughly examined and is familiar with the Bid Documents. The Bidder shall in no way be relieved from any obligation with respect to its proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Contract Documents.
3. The Bidder has inspected the site(s) of the Work and is satisfied, by personal examination or by other means, of the locations of the proposed Work, of the actual conditions, including subsurface conditions, of and at the site(s) of the Work. If, during the course of its examinations, a Bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the Bid Documents before submitting his/her bid, the Bidder shall request the City, in writing, to provide additional information and explanation.
4. Submission of a Bid by a Bidder shall constitute conclusive evidence that the Bidder has relied on his/her own examination of (1) the site of the Work, (2) access to the site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Bid, the Drawings and Specifications. The Bidder is aware that soil classifications do not represent any particular stability or drainability characteristics, and are aware that water table levels can vary.
5. The information provided by the City is not intended to be a substitute for, or a supplement to, the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder.
6. The Bidder, by signing the Bid Proposal, agrees that all material and workmanship on this Project shall meet or exceed OSHA standards and NIOSH standards.

Bidder must be duly qualified and possess the classification(s) of contractor's license stipulated by the City for this particular Work and issued by the Nevada State Contractor's Board. Nevada Contractor's License type, number, expiration date and dollar limit must be indicated on the Bid Proposal. The Bidders and the successful Contractors and their subcontractors shall comply with all provisions of NRS Chapter 624 and Nevada Administrative Code, Chapter 624. Carson City will not consider any Bid that fails to comply with these requirements.

The successful Bidder must obtain a valid Carson City Business License within ten (10) days after the award of the Contract, or the Contractor will be declared in default of the contract.

N. Fair Employment Practices

Pursuant to NRS 338.125, it is unlawful for any Contractor in connection with the performance of work under a contract with a public body, when payment of the contract price, or any part of such payment, is to be made from public money, to refuse to employ or to discharge from employment any person because of race, creed, color, national origin, sex, sexual preference, or age to discriminate against person with respect to hire, tenure, advancement, compensation or other terms, conditions, privileges of employment because of race, creed, color, national origin, sex, sexual preference or age.

O. Subcontracting

The Bidder agrees that he/she will perform work totaling at least Fifty per cent (50%) of the Bid amount and will not subcontract work totaling more than Fifty per cent (50%) of the Bid amount.

The Bidder shall be bound by and comply with NRS 338.141 to limit the practice of shopping for Bids and shall provide a Subcontractors Listing with the submission of their Bid. The form must have the spaces filled in for each subcontractor who will be paid an amount exceeding five percent (5%) of the Bid amount. Within two (2) hours after the opening of Bids, the bidders who submitted the three lowest Bids must submit a list of names of each subcontractor who will provide labor or a portion of the Work or improvement to the Contractor for which he/she will be paid an amount exceeding one percent (1%) of the Bid amount or Fifty Thousand Dollars (\$50,000), whichever is greater.

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The bidder shall verify prior to submitting their Bid that all subcontractors specified are properly licensed. Substitutions of subcontractors specified in the Bid shall comply with the requirements of NRS 338.141.

Bidder agrees that if awarded the Contract, he/she will assume responsibility for acts or omissions of subcontractors and of persons either directly or indirectly employed by them, as they are responsible for the acts or omissions of persons directly employed by the Bidder. Nothing contained in the Bid Document shall create any contractual relationship between any subcontractor and the City.

Each Contractor engaged on a public works project shall report to the Labor Commissioner the name and address of each Subcontractor whom he/she engages for work on the project within ten (10) days after the Subcontractor commences work on the contract.

Substitutions for subcontractors listed in the Bid Proposal shall comply with the requirements of NRS 338.141.

P. Site Information

Where investigations of surface or subsurface conditions have been made by the City, in respect to foundations or other structural design for design purposes only, said information is available only for the convenience of bidders but are not a part of the Bid Documents. The City, Construction Manager, and Design Consultant assume no responsibility whatsoever as to the sufficiency of borings, or of the log of test borings or other investigations, or tests, or of the interpretations thereof; there is no guarantee, warranty, or representation, expressed or implied, that the conditions indicated thereby, in fact, exist or are representative of those existing throughout the work. Such information available to bidders is not to be construed in any way as a waiver of the other provisions of this paragraph and bidders must satisfy themselves through their own investigations as to the surface and subsurface conditions to be encountered at the Site.

Q. PROJECT MANAGEMENT SYSTEM (VIRTUAL PROJECT MANAGER)

Successful Bidder shall submit the items associated with this section via Virtual Project Manager (VPM), an online cloud-based project management system. Virtual Project Manager (VPM) allows for paperless documentation and project administration. All posted information is available to all personnel involved with the project at any time using the internet.

The use of VPM by the Contractor is mandatory. Access to VPM will be provided at no cost to the contractor.

In order to utilize VPM, the contractor needs a computer, internet access, a digital camera, and a scanner. For more information, go to www.virtual-pm.com. To Login, from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the agency.

The contractor shall use the following features:

1. Daily Logs: Contractor's daily reports shall be entered electronically via VPM.
2. Change Order Manager: Contractor requests for change order shall be submitted electronically via VPM.
3. Transmittals: Schedules, Pay applications, etc. shall be submitted electronically via VPM.
4. Submittals: Submittals requiring approval shall be submitted electronically via VPM.
5. RFIs: Requests for information (RFIs) shall be submitted electronically via VPM.

IB.2. OPENING OF BIDS

All Bids received at the designated time and place that comply with these requirements will be opened, publicly read aloud at the date, time and place set forth in the **Event Details**. Bidders, their representatives, and all other interested persons may be present at the opening and reading of Bids.

Any Bids received after the date and time set for receiving and opening Bids, as set forth in the **Event Details** and any Addendum, will not be considered. Any such Bids will be returned unopened to the Bidder.

A. Mistake in Bid

A request for withdrawal of a Bid due to a purported error shall not be considered unless it is given in writing to the Contract Administrator by the Bidder within forty-eight (48) hours after opening of the bid. Any such request shall contain a full explanation of any purported error and shall be supported by the original calculations on which

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the Bid was computed, together with a certification and notarization thereon that such calculation is the original as prepared by the Bidder or his/her agent.

B. Withdrawal of Bid

1. **Before Bid Opening** - A Bidder may request withdrawal of his/her, sealed Bid prior to the scheduled date and time of the scheduled Bid opening provided the request is submitted to the Contract Administrator's Office in writing or an authorized representative must present himself with proper identification to the Contract Administrator's Office and verbally request that the Bid be withdrawn.
2. **After Bid Opening** - No Bids may be withdrawn for a period of sixty (60) calendar days after the date and time of Bid opening, except as set forth in A above. All responsive and responsible Bids received are considered firm offers for the time period specified above and may be considered for award. The Bidder's offer will expire at the time specified above or upon acceptance by City, which occurs when the successful Bidder provides the bonds, insurance, and submits the signed Contract to the City for execution and the City executes the Contract.

C. Rejection of Bids

The City reserves the right to waive any informality or irregularity in any Bid received, and to reject any or all Bids. In the case of rejection of all Bids, the City reserves the right to advertise for new Bids or to proceed to do the Work otherwise if, in the judgment of the Carson City Board of Supervisors or Carson City Regional Transportation Commission, it is in the best interest of the City.

D. Irregular Bid

A Bid shall be considered irregular for the following reasons, any one or more of which may be cause for rejection:

1. If the Bid Proposal furnished by the City is not used or is altered.
2. If there are unauthorized additions, conditional or alternate Bids, or omissions or irregularities of any kind, which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning, or give the Bidder submitting the same a competitive advantage over other Bidders.
3. If the Bid submitted contains any erasures, interlineations, or other corrections unless each such correction is prepared and authenticated in acceptance with the provisions of Paragraph IB.1.E (1).

E. Unbalanced Bid

If the Unit Bid Item prices and/or schedule of values of a prospective Bidder's Bid are obviously unbalanced, either in excess or below the reasonable cost analysis values, in the opinion of the Owner's Representative, the Bid may be rejected. All Bids with separately priced line items shall be analyzed to determine if the prices are unbalanced. A bid may be rejected if the City determines that the lack of balance poses an unacceptable risk to the City.

A Bid with unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more bid items is significantly over or understated as indicated by the application of cost or price analysis techniques. The greatest risks associated with unbalanced pricing occur when:

1. Over pricing of startup work, mobilization, or early items of work (front end loading) would cause a bidder to receive substantial up-front payment;
2. Base quantities and option quantities are separate line items;
3. The quantities as bid are incorrect and the contract cost will be increased when quantities are corrected;
4. On items where the quantities may vary, if the anticipated variation in quantity would result in the lower Bidder not remaining as the low Bidder;

F. Disqualification of Bidders

Any one or more of the following may be considered as sufficient for the disqualification of a prospective Bidder and the rejection of the Bid:

1. The Bidder is not responsive or responsible.

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2. The quality of the services, materials, equipment or labor offered does not conform to the approved Contract Drawings and specifications.
3. Evidence of collusion among prospective Bidders; (Participants in such collusion will receive no recognition as Bidders)
4. More than one Bid for the same work from an individual, firm, or corporation under the same or different name.
5. Lack of competency, understanding of the scope of the Work, adequate machinery, plant and/or equipment as revealed by the requested experience or subcontractor information.
6. Uncompleted work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work, if awarded;
7. Failure to pay or satisfactorily settle all bills due for labor and material on any contract(s);
8. Failure to comply with any requirements of the City.
9. Failure to list, as required, all subcontractors who will be employed by the Bidder.
10. Negative actions against the Contractor's license by any Federal, State or Local department or agency.
11. Any other reason determined, in good faith, to be in the best interest of the City.

IB.3 NOTICE OF PROTEST OF AWARD OF CONTRACT /BID PROTESTS

A Bidder may file a Notice of Protest regarding the awarding of the contract in accordance with NRS 338.142.

Bid protests must be in compliance with NRS 338.142 and submitted in writing to the Carson City Purchasing and Contract Department at City Hall, 201 N. Carson Street, #2, Carson City, NV 89701 within five (5) business days after the date the Director of such Department or the City's Public Works Director, as the City's authorized representative, makes a recommendation to the award the contract.

The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.

A person filing a notice of protest may be required by the City's Public Works Director or its Purchasing and Contracts Administrator, at the time or soon after 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 such authorized representative of the City and the City 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 Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or Two hundred fifty thousand dollars.

A notice of protest filed under these provisions operates as a stay of action in relation to the awarding of any contract until a determination is made by the City's Board of Supervisors on the protest.

A person who makes an unsuccessful bid may not seek any type of judicial intervention until the City's Board of Supervisors has made a determination on the protest and awarded the contract.

Neither the City's Board of Supervisors nor any authorized representative of the City or such public body is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who makes a bid, whether or not the person files a notice of protest pursuant hereto.

If the protest is upheld, the bond posted or other security submitted with or soon after the submission of the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the City's Board of Supervisors in an amount equal to the expenses incurred by the City or its Board of Supervisors because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

IB.4 BID PREPARATION EXPENSES

By accepting the Bid Proposal of the Bidder, the City assumes no obligation to reimburse the Bidder for Bid preparation expenses. No Bidder shall have any right or claim against the City for reimbursement of Bid preparation expenses.

IB.5 COLLUSION, DISCRIMINATION, AND/OR PRICE FIXING

The Bidder certifies that any and all prices which he/she may charge under the terms of the Contract do not, and will not, violate any existing federal, state or municipal laws or regulations concerning discrimination and/or price

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fixing. The Bidder agrees to indemnify, exonerate and hold Carson City harmless from liability for any such violation now and throughout the term of the Contract.

END OF INSTRUCTIONS TO BIDDERS