

# INSTRUCTIONS TO BIDDERS

## CORRESPONDENCE AND/OR COMMUNICATIONS:

The provisions of this contract shall be approved by the Chief Executive Officer of Nevada Health Centers (NVHC), and the normal lines of communications shall be between the following person and the authorized representative of the Contractor:

- A. Contract Administrator**  
Stacey Giomi, Director of Facilities  
Nevada Health Centers  
3325 Research Way  
Carson City, NV 89706  
775-888-6661  
[sgiomi@nvhealthcenters.org](mailto:sgiomi@nvhealthcenters.org)

**NOTE:** NVHC reserves the right to appoint a substitute designee for these positions.

## IB.1 BIDDING PROCEDURES

**A. Designated Contacts**

The designated contact for questions pertaining to the Contract Documents, Specifications and/or Drawings is the Contract Administrator as noted above. All questions should be submitted in writing (via email), and will receive a written response from the Contract Administrator.

**B. Contract Drawings**

The Contract Drawings used for Bidding shall have the following title:

CONTRACT DRAWING TITLE: “**Sierra Commercial Carport**”

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 the responsibility of the bidder.

**C. 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 NVHC’s Contract Administrator in writing or by email. NVHC 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 provided to all plan holders. NVHC is not bound by any oral representations, clarifications, or changes made by employees, or representatives, unless such clarification or change is provided to all Bidders in written addendum form.

Addenda shall be sent by e-mail or posted on the NVHC website to all who are known by NVHC to have received a complete set of Bid Documents (plan holders). No Addendum shall be issued by NVHC 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.

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## D. Bid Preparation and Submission

1. Bid proposals are to be submitted on the Bid Proposal provided and must be manually signed by pen by an officer or authorized agent (with attached power of attorney) of the Bidder. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. 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 sealed 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.
2. Each Bid shall be submitted in a sealed envelope and the envelope must be prominently marked on the lower left corner as follows:

### **SEALED BID**

**“Sierra Commercial Carport”**

**COMPANY NAME:**

3. This is a Federal-aid contract and the provisions found in Attachment C shall be followed including the completion of all documents included within.
4. NVHC will not consider a Bid that fails to comply with the above stated requirements. NVHC will not be responsible for the premature opening of a Bid not properly addressed or identified. All Bids must be received prior to the date and time specified in the Notice to Contractors at the following address:

**Nevada Health Centers – Facilities Department  
3325 Research Way  
Carson City, NV 89706**

5. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified. Mailed Bids must be received by the NVHC prior to the closing date and time for receipt of Bids in order to receive consideration. Bids submitted by facsimile or email will not be accepted or considered.

## E. Documents Necessary for Submittal

The Bid Bond, Bid Proposal Summary, Bidder’s Preference Certificate of Eligibility (if applicable) and any other documents required as defined in the Special Conditions all shall be included in the sealed envelope. **Do not return the entire spec book with the Bid.** NVHC 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.

## F. 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.

## G. 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; obtaining all necessary permits; 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 Bid Proposal shall be considered a subsidiary obligation of the Bidder, and all costs in connection therewith shall be included in the prices Bid.

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## H. Schedule of Values

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

1. **PRIOR TO AWARD OF BID:** NVHC 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:** NVHC 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.

## I. Validity of Bid

NVHC 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.

## J. 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 NVHC, 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 NVHC.
2. The submission of a Bid shall constitute an acknowledgment upon which NVHC 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 NVHC, 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

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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 NVHC 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 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. NVHC will not consider any Bid that fails to comply with these requirements.

## K. **Fair Employment Practices**

Pursuant to NRS 338.125, it is unlawful for any Contractor in connection with the performance of work under a contract funded by 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.

## L. **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

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 NVHC.

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.

## M. **Site Information**

Where investigations of surface or subsurface conditions have been made by NVHC, 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. NVHC, 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

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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.

## **N. Apprentices-NRS 338.01165; SB 207 (2019)**

As of January 1, 2020, NRS 338.01165 requires all contractors employing workers on certain public works projects to utilize apprentices for portions of the work. One or more apprentices must be used for at least 10% of the total hours on vertical construction and 3% of the total hours for horizontal construction. These percentages apply to the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed. Under NRS Chapter 338, this project is a public work that requires the use of apprentices. All contractors must comply with NRS 338.01165 for this project, unless a modification, waiver, or exemption applies.

The Nevada Labor Commissioner has prepared forms for use in complying with the apprenticeship requirements. The following forms are available on the Labor Commissioner's website at: [http://labor.nv.gov/Apprenticeship\\_Utilization\\_Act/Apprenticeship\\_Utilization\\_Act/](http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/)

- Apprenticeship Utilization Request Form  
Titled "Request For Apprentice Availability On A Public Work"
- Apprenticeship Utilization Waiver Request Form  
Titled: "Apprenticeship Utilization Act Waiver Request"
- Apprenticeship Agreement Form  
Titled: "Apprentice Agreement"
- \*Sample\* Project Workforce Checklist  
Titled: "Project Workforce Checklist"

**NO APPRENTICESHIP DOCUMENTS ARE REQUIRED TO BE SUBMITTED WITH A CONTRACTOR'S BID.**

After the bids are opened, the apparent successful bidder must provide the Project Workforce Checklist to NVHC within 24 hours after bid opening along with the subcontractor list, that 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.**

After the bid is awarded a pre-construction meeting will be held to set up the construction schedule. When working dates are known and if apprentices are required by NRS 338.01165, the Apprenticeship Utilization Request Form should be submitted to the necessary Registered Apprenticeship Programs to request apprentices for the project.

Waiver requests may be submitted to NVHC at any time, due to NRS 338.01165(10)(d) (1) (no apprentices available from apprenticeship programs within Carson City's jurisdiction) (2) (required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage of the journeymen) or (3) (apprentices requested from an apprenticeship program have been denied or not approved within 5 business days). The waiver requests should be submitted to NVHC as soon as the need for a waiver is known. Along with the waiver request, the contractor and any subcontractors must provide to NVHC all required documentation to support the waiver request.

Upon receipt of any waiver requests, NVHC will forward the materials to the Nevada Labor Commissioner for consideration and possible approval. Upon receipt of that determination, NVHC will communicate the results back to the Contractor as soon as possible.

**IF NO WAIVER OR MODIFICATION IS OBTAINED, THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE APPRENTICESHIP REQUIREMENTS OF NRS 338.01165.**

## **IB.2. OPENING OF BIDS**

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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 Notice to Contractors. 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 Notice to Contractors 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 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.

In the case of a difference between written words and figures, the amount stated in written words shall govern for a Lump Sum Bid.

In the case of a difference between Unit Price and the Extended Price, the Unit Price shall govern.

## **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 NVHC, 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.

## **IB.3 AWARD OF CONTRACT/REJECTION OF BIDS/DISQUALIFICATION OF BIDDERS**

### **A. Award of Contract**

NVHC will award the Contract pursuant to the provisions of Nevada State law including but not limited to:

- (a) Chapter 332 (Purchasing: Local Governments)
- (b) Chapter 338 (Public Works Projects)
- (c) Chapter 339 (Contractor's Bonds on Public Works)
- (d) Chapter 624 (Contractors).

### **B. Rejection of Bids**

NVHC 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, NVHC reserves the right to advertise for new Bids or to proceed to do the Work otherwise if, in the judgment of NVHC, it is in the best interest of NVHC.

### **C. 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 NVHC 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

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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).

## **D. 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 NVHC determines that the lack of balance poses an unacceptable risk to NVHC.

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;

## **E. 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;
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. Lack of the contractor's license classification stipulated for this Work;
5. More than one Bid for the same work from an individual, firm, or corporation under the same or different name;
6. 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;
7. Unsatisfactory performance record as shown by past work for NVHC, judged from the standpoint of workmanship, progress, and quality of services/goods provided;
8. Uncompleted work which, in the judgment of NVHC, might hinder or prevent the prompt completion of additional work, if awarded;
9. Failure to pay or satisfactorily settle all bills due for labor and material on any contract(s);
10. Failure to comply with any requirements of NVHC;
11. Failure to list, as required, all subcontractors who will be employed by the Bidder;

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12. Negative actions against the Contractor's license by any Federal, State or Local department or agency;
13. Any other reason determined, in good faith, to be in the best interest of NVHC.

## **IB.4 BID PROTESTS**

A Bidder may file a Notice of Protest regarding the awarding of the contract in accordance with NRS 338.142 and the Notice to Contractors (NC) above, under "NOTICE OF PROTEST OF AWARD OF CONTRACT."

## **IB.5 BID PREPARATION EXPENSES**

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

## **IB.6 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 fixing. The Bidder agrees to indemnify, exonerate and hold NVHC harmless from liability for any such violation now and throughout the term of the Contract.

**END OF INSTRUCTIONS TO BIDDERS**