



The Reno-Sparks Convention & Visitors Authority is soliciting a
Bid for a
**Roof Replacement and Repairs at the Reno-Sparks Livestock
Events Center**

**Bid 2018-09
PWP-WA-2018-214**

*Released by Trent LaFerriere, Senior Project Manager
(Tuesday, May 29, 2018)*

The Point of Contact is Trent LaFerriere, Senior Project Manager at (775) 827-7709,
Fax (775) 827-7701, or e-mail tlaferriere@RenoTahoeUSA.com.

All questions or additional information concerning the Bid document must be submitted to the point of contact. No communication to any other staff or Board Member of the Reno-Sparks Convention & Visitors Authority in regards to this Bid is allowed.

SUBMISSION DATE AND TIME: Thursday, June 28, 2018 (2:00pm (PST))



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I. INTRODUCTION

The Reno-Sparks Convention and Visitors Authority ("Authority") is currently accepting sealed responses from qualified Bidders (a "Bidder") for the provision of services, as set forth in this **Bid 2018-09**.

The Authority, an independent governmental entity, was established in February 1959 as the Washoe County Fair and Recreation Board. The Authority owns and/or operates the Reno-Sparks Convention Center, Reno Events Center, National Bowling Stadium, Reno-Sparks Livestock Events Center, and Wildcreek Golf Course. The Authority is the operating instrumentality in the Washoe County area for promoting conventions, tourism, and outdoor recreation.

This bid is for the roof replacement and repairs project consisting of metal roofing at the Reno-Sparks Livestock Events Center. This project also includes tear-off, insulation, roof accessories and purlin work at three buildings.

II. SCHEDULE

Request for Proposals Available	Tuesday, May 29, 2018
Mandatory pre-bid meeting	Tuesday, June 5, 2018 10:00 AM
Written Questions Due (if any)	Wednesday, June 13, 2018 5:00 PM
Written Responses to Questions Issued	Wednesday, June 20, 2018
Responses Due	Thursday, June 28, 2018 2:00 PM
Opening Time	Thursday, June 28, 2018 2:10 PM

A Mandatory Pre-Bid meeting will occur on June 5, 2018, 10:00 AM, at the Reno-Sparks Livestock Events Center, Administrative Offices, 1350 North Wells Avenue, Reno, Nevada.

Any irregularities or lack of clarity in this Bid should be brought to the attention of the Point of Contact prior to or on the date for Written Questions set forth in this Section for correction or clarification.

Any addenda to this Bid issued will forthwith become an integral part of this Bid. Bidder is required to acknowledge receipt of same by signing and returning the addenda in its response.



III. SUBMISSION OF RESPONSE

Bidder will submit its response to this Bid using the Bid Form in this Bid 2018-09 document. Bidder will sign and return the ENTIRE Bid DOCUMENT marked as **ORIGINAL**, with five (5) duplicate copies, together with any addenda.

Responses will be enclosed in a sealed envelope addressed to:

Reno-Sparks Convention and Visitors Authority
Finance Department
P.O. Box 837
Reno, NV 89504-0837

Or delivered to:

Reno-Sparks Convention and Visitors Authority
Finance Department (located at the Reno Town Mall)
4001 S. Virginia Street, Suite G
Reno, NV 89502

Response envelope must indicate name and address of Bidder, Bid number, and opening date.

In order for a response to be considered it will be mandatory that the response be in conformance with the terms and conditions of this Bid.



IV. GENERAL TERMS & CONDITIONS

A. The bidder agrees that

Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done; understands the meaning, intent, and requirements; and

Bidder will enter into a written Agreement and furnish the item(s) or complete the work in the time specified, and in strict conformity with the Authority of Sparks specifications for the prices quoted.

No communication to any other staff or Board Member of the Authority in regards to this Bid is allowed, except through the designated point of contact, and any such communication initiated by the Bidder may result in a disqualification of the Bidder.

Note: Bidder is defined as any individual, partnership, or corporation submitting a bid, proposal, or quotation in response to a request for bid (Bid), request for proposal (RFP), request for information (RFI) or request for qualification (RFQ). A Bidder may also be referred to as a bidder, contractor, proposer, supplier or vendor.

The use of the title "Bidder", "Contractor", "Consultant", "Proposer", or "Vendor" within this solicitation document and any resulting Agreement shall be deemed interchangeable and shall refer to the person or entity with whom the Authority is soliciting and/or contracting for the service or product referenced within the bid document.

B. Addenda

The effect of all addenda to the bid documents shall be considered in the bid, and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each Bidder shall ascertain whether or not any addenda have been issued, and failure to acknowledge any such addenda may render the bid invalid and result in its rejection.

All potential Bidders are responsible for monitoring the Authority website regarding the availability of new bid documents or addenda (where applicable). The Authority will not be responsible for the results of any potential failures in automatic notification systems to potential Bidders or plan holders with respect to these documents and will not adjust bid schedules or requirements due to any potential failures of those systems.



C. Advertisements, Product Endorsements

Authority employees are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the Authority President/CEO.

D. Annual Appropriation of Funds

In the event the Authority fails to obligate requisite funds for the ensuing fiscal year(s) for payment of amounts due against an agreement resulting from this Request for Proposal, necessitating cancellation of the Agreement, the successful Bidder(s) shall agree to hold the Authority free from any charge or penalty.

E. Brand Names

The herein contained technical information shall in no manner be construed as restrictive as to the manufacturer, process or point of origin. References appearing restrictive shall be deemed inadvertent or employed as a descriptive device to delineate as to the quality, or configuration.

Offers made as an alternate to those specified shall be given consideration in the evaluation process provided said alternatives shall be fully described using brochures, specifications, literature, or any combination thereof, accompanying and deemed an integral portion of the Bidder's response.

The Authority shall solely determine the acceptability of all offerings.

F. Business License Requirement

All companies doing business with the Authority are required to obtain and maintain a current business license from the appropriate jurisdiction prior to the commencement of work. Bidder(s) awarded a Agreement resulting from this bid shall be required to obtain a current business license if they do not already possess one.

G. Compliance

All material and work performed shall comply with standing Federal, State, and Local Codes and Regulations, including but not limited to Occupational Safety and Health Act, Americans with Disabilities Act, etc.

H. Confidential Information

Any information deemed confidential or proprietary should be clearly identified by the Bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.



I. Conflict of Interest

No Authority employee or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

- Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
- Are negotiating for or have an arrangement concerning prospective employment with Bidder. The Bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest.

J. Default of Agreement

In case of default by the successful Bidder, the Authority may procure the product(s) or service from other sources and hold the Bidder responsible for any excess cost occasioned thereby.

If necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper adjustment in price.

Default by the Bidder in any manner including failure or refusal to furnish any product(s) or service at the price and/or the time specified may be considered cause to commence with proceedings against any surety held, or assess a penalty equal to five (5) percent of the total proposal price.

K. Disputes

All disputes under this proposal shall be submitted to binding arbitration in accordance with the procedures of the Commercial Rules of the American Arbitration Association and judgment of the arbitrator shall be binding as a final judgment and shall be entered by a court of competent jurisdiction. Such arbitration shall be conducted in Washoe County, Nevada. The procedures specified herein shall be the sole and exclusive procedure for resolution of disputes arising out of, or relating to this proposal except those instances otherwise overseen by the governing law of the State of Nevada.

L. Document Ownership

All technical documents and records originated or prepared pursuant to this Agreement, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the Authority and may be



copyrighted by the Authority. Bidder assigns all copyrights to Authority by undertaking this agreement.

M. Document Submittals

It should be noted that the documents submitted by prospective Bidders are competitive sealed proposals and not competitive sealed bids. When proposals are opened, prices and other information will not be made public until the proposal is awarded. There shall be no disclosure of any Bidder's information to competing Bidders prior to the award of the proposal.

Upon award of the Agreement, the executed Agreement and proposals will become public information. Accordingly, each proposal should be submitted on the vendor's most favorable terms from a price and technical standpoint.

N. Evaluation And Recommendation, Selection And Agreement

The Authority reserves the right to waive any informalities or irregularities.

The Authority reserves the right to alter, amend, or modify any provisions of this Bid, or to withdraw this Bid, at any time prior to the award of a Agreement pursuant hereto.

The Authority reserves the right to hold responses for a period of ninety (90) days from the date of opening before awarding or rejecting said responses.

Severability exists with regard to acceptance or rejection of any item, group of items, or section unless the Bidder has stipulated specific limitations.

Once a final selection has been made as described above, the Authority will work with the Bidder on preparing an Agreement (the "Agreement") for execution, which will set forth the terms and scope of the engagement of the selected Bidder, including, but not be limited to, the terms set forth in this Bid. If the Authority and the selected Bidder have not executed a negotiated agreement within fifteen (15) business days after selection by the Authority, the Authority may terminate negotiations with that selected Bidder and may initiate negotiations with an alternative Bidder.

No Agreement may be assigned to any other person or entity.

Upon notification of selection and full execution of the Agreement, the Bidder selected must be duly licensed to conduct business in the State of Nevada, Washoe County and the City of Reno or the City of Sparks. Proof of certificates, licenses, and permits must be submitted to the Authority Finance Department before work can begin. Cost of all required certificates, licenses, and permits are the responsibility of the Bidder.



O. Exceptions

A Bidder deviating from specifications must specify any and all deviation(s). Failure to note said exceptions shall be interpreted to convey that the Bidder shall propose to perform in the manner described and/or specified in this bid solicitation. If exception(s) are taken or alternatives offered, complete descriptions must be shown separately.

P. Indemnification

The Bidder hereby agrees to indemnify and to save and hold harmless the Authority and their agents from any and all claims, actions, costs, expenses, (including attorney's fees), liability, damages or payments incurred by reasons of any bodily injury including death or property damage resulting from the Bidder's operations.

Q. Insurance

The Agreement contemplated by this Bid will require that the successful Bidder shall procure and maintain, at its sole expense the following minimum insurance coverage:

Commercial General Liability. Commercial General Liability at least as broad as Insurance Services Office policy form CG 00 01 12/07, or equivalent, providing coverage on an occurrence form for Bodily Injury, Property Damage, Liquor Liability, Independent Bidders, Personal Injury, Broad Form Property Damage, Broad Form Contractual Liability and Medical Payments. The limits of liability shall not be less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) general aggregate for both bodily injury and property damage.

The policy shall include the Authority and its agents, beneficiaries, partners, employees, the County of Washoe, and the Authority of Reno as additional insureds with coverage at least as broad as Insurance Services Office (ISO) endorsement form CG 20 26 07/04.

The policy shall provide that coverage is provided on a primary basis, not excess or contributing with or secondary to any other insurance as may be available to the additional insureds.

Automobile Liability. Automobile Liability at least as broad as Insurance Services Office Business Auto Coverage Form CA00 01, or equivalent, providing coverage for Bodily Injury and Property Damage resulting from the ownership, maintenance or use of any auto, whether owned, rented or hired or non-owned. The limit of liability shall not less than One Million Dollars (\$1,000,000) combined single limit (CSL) for bodily injury and property damage.



Workers' Compensation and Employer's Liability. Workers' Compensation at least as broad as National Council on Compensation Insurance (NCCI) policy form WC 00 00 00 B 07/11, or equivalent, providing coverage meeting the requirements of the Workers' Compensation law of the State of Nevada. To the extent such waivers are obtainable from the insurance carriers, the policy shall include an endorsement waiving the insurance company's rights of subrogation against the Authority, its agents, beneficiaries, partners, employees, the County of Washoe, and Authority of Reno. This endorsement shall be at least as broad as National Council on Compensation Insurance (NCCI) Waiver of Our Right to Recover from Others Endorsement form WC 00 03 13 with a revision date of January 2004.

Property. Property insurance on an All-Risk or Special Form providing coverage for personal property of the Bidder.

Form of Coverage. All such insurance maintained by the Bidder shall be: issued by insurance companies authorized to do insurance business in the State of Nevada, issued by insurance companies with current A.M. Best financial ratings of at least A X or better satisfactory in form and substance to Authority.

All insurance and bond shall provide that the policy shall not be cancelled nor shall coverage be reduced thereunder until after thirty (30) days written notice to Authority at Reno-Sparks Convention & Visitors Authority, Post Office Box 837, Reno, Nevada 89504-0837.

The Bidder shall deposit each policy or a certificate thereof with Authority no less than thirty (30) days prior to the start of the agreement date.

R. Items Offered

If the item offered by the Bidder has a trade name, brand and/or catalog number, such shall be stated in the bid. If the Bidder proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, Bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state "or equal".

S. Late Bids, Modifications, or Withdrawals

Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered.

Within the scope of this proposal, the Authority shall be held harmless in any and all transactions between the Bidder and the other participating governmental entities.

T. Lawful Performance

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

U. Litigation Warranty

The Bidder, by bidding, warrants that Bidder is not currently involved in litigation or arbitration concerning the materials or Bidder's performance concerning the same or similar material or service to be supplied pursuant to this Agreement of specification, and that no judgments or awards have been made against Bidder on the basis of Bidder's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the Authority in the bid. Disclosure may not disqualify the Bidder. The Authority reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require Bidder to furnish the Authority with a surety bond executed by a surety company authorized to do business in the State of Nevada and approved by the Authority in a sum equal to one hundred percent (100%) of the Agreement price conditional on the faithful performance by Bidder of the Agreement in the event the bid is awarded to Bidder, notwithstanding the litigation or arbitration.

V. Non-Discrimination

No Bidder providing a service, program or activity to the public on behalf of the Authority shall discriminate against any person because of sex, race, color, creed, national origin or disability, and shall comply with the Americans with Disability Act and Authority's policies pursuant thereto when providing said service, program or activity.

The Authority is an Affirmative Action/Equal Opportunity Employer. Bidders shall be cognizant of the requirements for compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in regulations of the U.S. Department of Labor (41 CFR part 60).

The Contractor and any Subcontractors will comply with the requirements set forth in Nevada Revised Statutes Chapter 338 regarding public works, including, but not limited to, the provisions of NRS 338.125 which provides that the Contractor and Subcontractors may not discriminate in any of their employment practices.

W. Open Meeting Law

NRS 241 provides that public business will be conducted in open meeting.

X. Prevailing Wages

Bidder is responsible for complying with all applicable local, State and Federal wage laws, whether or not specifically cited in this bid document.

Per NRS Sections 338.020 through 338.090, certain projects defined as “public works” require the payment of the prevailing wage as determined by the Labor Commissioner. Generally speaking, projects/contracts for construction of a public work valued at less than \$250,000 are exempt from the prevailing wage requirement (NRS 338.080). Bidder shall be fully aware of the prevailing wage requirements of the State of Nevada as detailed in NRS Chapter 338 and price their bid response accordingly, where applicable. Further information concerning Prevailing Wage rates can be found at: http://www.laborcommissioner.com/publicworks_prevailingwage.html.

Y. Protests

Pre-Opening Protests: Any protest based upon restrictive specifications or alleged improprieties by the Authority, which are apparent prior to proposed opening including, without limitation, these protest procedures, shall be submitted to the Authority at least seven (7) days prior to the submission opening date. Three (3) copies of any pre-opening protests must be delivered to Reno-Sparks Convention & Visitors Authority, 4001 South Virginia Street, Suite G, Reno, Nevada 89502, Attention: Jeff Jensen. All protests must be in writing to be considered, and shall specify in detail the grounds for the protest and the facts and law supporting the protest. All pre-opening protests will be resolved by the Authority prior to the submission opening. The Authority Finance Department will issue a written decision specifying the grounds for granting or denying the pre-opening protest. If a protest is granted, the proposed opening date may be postponed and an Addendum issued or, at the sole discretions of the Authority, the Authority may cancel the bid. If the protest is denied, submissions will be received and opened on the scheduled opening date in the same manner as if no protest had been filed.

Appeal by Unsuccessful Bidder: Any protest from an unsuccessful proposer must be submitted prior to award by the Board as established in NRS 332.068. Bidder must submit a written appeal in accordance with the requirements set forth herein to the Finance Department within five business days from the date of the letter notifying of intent to award.

The appellant must post a bond with the written appeal with good and solvent surety authorized to do business in the State of Nevada in an amount equal to 25% of the value of the contract in order to have their appeal heard by the Board. Any and all bonds are subject to the approval of the Board's Attorney. In the event the appeal is not upheld by the Board, a claim may be made against the bond in an amount equal to the expenses incurred and other monetary losses suffered by the Authority because of the unsuccessful appeal.



The route of appeal is the Director of Finance then the President/CEO, or designee, and must be followed sequentially. No Bid protests will be heard by the Board unless the proposer has followed the appeal process route.

Claims Against Protest Bonds:

The Authority shall not make a claim upon any bond or other security unless and until the basis of that claim is considered and approved by the Board. The Authority may:

- Claim its regular staff time and costs in processing, considering and/or defending against an award protest.
- Claim any necessary extraordinary staff overtime incurred in processing, considering and/or defending against an award protest.
- Claim the Authority's Attorney time and costs in processing, considering and/or defending against an award protest.
- Claim any resulting fees and costs incurred to any independent contractors, consultants or contracted attorneys utilized in processing, considering and/or defending against an award protest.
- Claim any lost expenditure savings, lost revenue and other consequential financial damages resulting from the protest's automatic stay of the award of a Agreement to a selected solicitation response.
- Claim any lost gifts, lost grants or other lost government or private financial participation resulting from any delay caused by the protest's automatic stay of the award of a Agreement to a selected solicitation response.

Protest Bond Risk Inquiry—Procedure:

As soon as possible after an award protester has posted a protest bond or other security, the soliciting Authority department or agency shall provide a written non-binding estimate of the basis of potential claims unique to the circumstances of the Agreement award(s) stayed by the protest, without disclosing any bid information that must remain confidential until an award decision is final. From this estimate, the protester shall be responsible for calculating the risk(s) of proceeding with a protest to a final decision by the Board. A protester may withdraw a protest in writing at any time prior to a decision of the Board, but any withdrawal more than seven (7) calendar days after the issue date of the Authority's estimate of the basis of potential claims shall, upon Board's approval of the claims, be subject to claims against the bond or other security of the withdrawing protestor prior to its return to the protester.

Z. Signature

All bids shall be signed and the title and Bidder name indicated. A bid by a corporation shall be signed by an authorized officer, employee or agent with his or her title.



AA. Submission of Responses

The Authority assumes no responsibility for errant delivery of responses, including those relegated to a courier agent who fails to deliver in accordance with the submission time/date and address requirements.

The Authority will not be responsible for the premature opening of responses, which are not properly addressed or identified.

The Authority will not accept a response submitted by telephone, telegraphic notice, facsimile, or e-mail.

Bidder will furnish the required information typed or written in ink.

The person signing the response must initial erasures or other changes in ink.

In the spaces provided, a duly authorized representative of the Bidder will sign this Bid document.

Bidder will proofread its response carefully for errors.

In the event of a difference between written words and figures, the amount stated in written words will govern.

In the event of a difference between unit price and extended price, the unit price will govern.

The Authority is not liable for any costs incurred by Bidder prior to entering into the final Agreement. Costs of developing the qualifications or any other such expenses incurred by the Bidder in responding to this Bid, are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the Authority.

Respondent shall be responsible to ensure they have complied in all respects with the provisions of NRS 338.141 regarding listing of general contractors and/or subcontractors who will perform any work on the project. Failure of Respondent to comply with the provisions of NRS 338.141 will result in rejection of Respondent's bid.

Respondent shall bear the responsibility to ascertain the relevancy of the "preference for certain contractors" referenced in NRS 338.147. Respondents claiming preference shall submit with their Bid 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 the sealed Bid shall result in the waiver of any bidder preference. In the event



Respondent claims a bidder preference pursuant to NRS 338.147, the RSCVA strongly encourages Respondent to deliver to the RSCVA an affidavit satisfying the requirements of NRS 338.0117 with the Bid response. However, pursuant to NRS 338.147(2)(a)(3) the Respondent may deliver the foregoing affidavit up to two (2) hours after the opening of the bids, all as set forth in NRS 338.147(2)(a)(3). Failure to timely submit the foregoing affidavit shall result in a waiver of any bidder preference.

Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done; understands the meaning, intent, and requirements.

BB. Tax Exemption

The Authority is a tax exempt public entity and is not generally subject to federal excise, state, or local taxes. The Authority is specifically limited in its payment of sales tax per NRS 372.325. No additional taxes may be added or "passed through" as a result of any agreement.

CC. Venue

This agreement shall be governed by and interpreted according to the laws of the State of Nevada, and venue for any proceeding shall be in Washoe County

DD. Withdrawal of Bids/Proposals

Bids/Proposals may be withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bid. A bid/proposal may also be withdrawn in person by a Bidder, or Bidder's authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.



V. BASE BID FORM

Public Works Project Identification Number: WA-2018-214



SECTION 00 01 11 PROJECT DIRECTORY

PROJECT TITLE: Reno-Sparks Convention and Visitors Authority
Reno-Sparks Livestock Events Center
2018 Roof Replacement and Repairs
Exhibit Hall (Replacement)
Event Center and Livestock Pavilion (Repairs)
1350 N Wells Avenue
Reno, Nevada 89512
Project No. 17RENRENOR007B

OWNER: Reno-Sparks Convention and Visitors Authority
4590 S Virginia Street
Reno, Nevada 89502

Trent LaFerriere
Telephone No. 775.827.7709
E-mail: TLaFerriere@renotahoeusa.com

ROOFING CONSULTANT: Benchmark, Inc.
6065 Huntington Court NE
Cedar Rapids, IA 52402

Ray Heisey, PE, RRC
Telephone No. 319.393.9100
Fax No. 319.393.3994
E-mail: rheisey@benchmark-inc.com

- End of Section -

SECTION 00 21 12 SUMMARY OF BIDDING REQUIREMENTS

1. Project: Reno-Sparks Convention and Visitors Authority
Reno-Sparks Livestock Events Center
2018 Roof Replacement and Repairs
Exhibit Hall (Replacement)
Event Center and Livestock Pavilion (Repairs)
1350 N Wells Avenue
Reno, Nevada 89512
Project No. 17RENRENOR007B

2. Project Description:

This project is a roof replacement and repairs project consisting of metal roofing. This project also includes tear-off, insulation, roof accessories and purlin work.

3. Pre-bid Site Inspection: Administrative Offices



Reno-Sparks Livestock Events Center
1350 North Wells Avenue
Reno, Nevada

4. **Contact for Job Site Visits:** Trent LaFerriere
Reno-Sparks Convention and Visitors Authority
775-827-7709
5. **Bid Due Date:** June 28, 2018 2:00 PM
6. **Deliver Bids To:** Reno-Sparks Convention and Visitors Authority
Attn: Trent LaFerriere
4001 S. Virginia Street, Suite G
Reno, Nevada 89502
7. **Bid Form:** Use form provided with these Bidding Documents
8. **Bid Opening:** June 28, 2018 2:10 PM
9. **Performance Bond and Payment Bond:** One hundred percent (100%) of the contract amount, with bid electing award of all Base Bids and Alternate.
10. **Addenda:** Per Section 00 21 13 - Instructions to Bidders.
11. **Contract Form:** Sample of proposed contract is provided with this solicitation.
12. **Schedule:** Bidder to specify construction time in Bid Form.
13. **Questions:** Address ALL questions to Trent LaFerriere,
tlaferriere@renotahoeusa.com.
14. **Additional Bidding Documents:** An electronic set of the Bidding Documents will be provided to each Bidder and can be obtained by emailing: Trent LaFerriere,
tlaferriere@renotahoeusa.com.

- End of Section -

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

1.01 Preparation of Bids

- A. Bids shall be submitted in duplicate on Section 00 41 01 - Bid Form, as included in the Bidding Documents, or an exact copy thereof.
- B. Blank spaces must be typewritten or written in ink in both words and figures. Typewritten, stamped or printed signature without a handwritten signature will not be accepted.
- C. Bids must be submitted in sealed envelopes bearing on the outside the name of the Bidder and their address. Envelopes should be marked:



Bid for: 2018-09 Roof Replacement and Repairs

Reno-Sparks Convention and Visitors Authority
Attn: Trent LaFerriere
4001 S. Virginia Street, Suite G
Reno, Nevada 89502

- D. If forwarded by mail, the sealed envelope containing the bid, as directed above, must be enclosed in another envelope addressed as follows:

Reno-Sparks Convention and Visitors Authority
Attn: Trent LaFerriere
PO Box 837
Reno, Nevada 89504

For Bidder's protection, mailed bids should be sent by Registered Mail.

1.02 Receipt and Opening of Bids

- A. Bids will be received by the Owner until June 28, 2018 at 2:00 PM at 4001 S. Virginia Street, Suite G, Reno, Nevada, the offices of the Owner. The bid opening will be on June 28, 2018 at 2:10 PM.
- B. Bids received after the time specified will not be considered or accepted. Amendments to bids will not be considered or accepted unless received prior to the time set for opening of bids, in the same format specified for submission of bids. Conditional bids will not be considered or accepted.
- C. Any bid not prepared or submitted in accordance with the Instructions to Bidders may be rejected, at the Owner's sole discretion.
- D. The Owner may, when in its best interest, reject any and all bids or waive any informalities in bids received.
- E. Any bid may be withdrawn prior to the scheduled time for opening of bids. Withdrawal of bids may be made via telephone call, fax, mail, or e-mail.
- F. No bid may be withdrawn within 60 calendar days after the opening of bids.
- G. Bid may remain valid beyond 60 calendar days, at the Bidder's option.

1.03 Examination of Drawings, Specification and Work Site

- A. Before submitting a bid, each Bidder shall carefully examine the drawings, read the specifications and all other Bidding Documents, and visit the work site.
- B. Bidder shall become fully informed prior to bidding as to all existing conditions and limitations under which the work is to be performed, and shall include in the bid a sum to cover all costs



of all items necessary to perform the work as set forth in the Bidding Documents. No allowance will be made to any Bidder because of lack of such examination or knowledge. The submission of a bid will be construed as conclusive evidence that the Bidder has made such examination. It shall be the Bidder's responsibility to seek any necessary clarifications and interpretations prior to submitting a bid.

1.04 Addendum and Interpretation

- A. Bidders shall issue a written email request(s) for clarification for any aspect(s) of the Bidding Documents, existing conditions, or project requirements that the Bidder considers to be insufficiently defined.
- B. Request for interpretation shall be in writing and must be received as indicated on the schedule. Interpretation and supplemental instructions will be in the form of written Addenda which, if issued, will be delivered to prospective Bidders before opening of bids. Failure of Bidder to review such Addenda or interpretation will not relieve Bidder from obligation under their bid as submitted. Addenda, so issued, will become part of Bidding and Contract Documents.
- C. The right is reserved by the Owner to revise or amend the specifications or drawings, or both, prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an Addendum or Addenda to the Bidding Documents. If the revisions and amendments are of a nature, in the opinion of the Owner, which require material changes in quantities or prices bid, or both, the date set for opening bids may be postponed by such number of days which, in the opinion of the Owner, will enable Bidders to revise their bids. In such cases, the Addendum will include an announcement of the new date for opening bids.
- D. Bidder shall acknowledge receipt of all Addenda where this information is requested on the bid form. Failure to correctly acknowledge receipt of all Addenda may result in rejection of the bid.

1.05 Contractor's Area

- A. Storage of materials will be permitted only in areas indicated in the Bidding Documents or as directed by the Owner's Representative.

1.06 Time of Completion

- A. Time is of the essence and Bidders are advised that the project must be completed within the schedule stipulated in the Bid Form. Bidders shall specify the proposed construction time in Bid Form.

1.07 Bonds

- A. The successful Bidder will be required to execute both a Performance Bond and Payment Bond, each equaling the contract sum. Cost of bonds shall be included in the bid, and shall be representative of the combined sum of the Base Bids and Alternate.
- B. Forms for bonds herein referred to will be American Institute of Architects Standard AIA forms, latest edition, and will be part of the Contract Documents, and will be held binding to



Contractors and Subcontractors:

1. Performance Bond and Payment Bond: AIA Form A312

Forms for bonds are not included in these Bidding Documents, but are incorporated by reference as if fully set out herein.

- C. Attorneys-in-fact who sign any bonds must file with the bond a certificate and an effectively dated copy of their Power of Attorney.

1.08 Conditions Affecting the Work

- A. Bidders shall visit the site and take such other steps as may reasonably be necessary to ascertain the nature and location of the work, the general and local conditions that affect the work, and the cost thereof. Failure to do so will not relieve Bidders from responsibility for estimating properly the difficulty or the cost of successfully completing the work.
- B. Bidders shall issue a written request(s) for clarification for any aspect(s) of the project requirements that the Bidder considers to be insufficiently defined. Refer to Article 1.04 – Addendum and Interpretation.

1.09 Award of Contract

- A. Award will be made to the lowest responsive and responsible Bidder.
- B. Bidders are cautioned that if they do not complete all of Section 00 41 01 - Bid Form, their bid will be considered non-responsive.

1.10 Printed Conditions of Bidder's Form

- A. Unless otherwise noted, printed conditions on letterhead, quotations, cover letters, or other forms submitted by the Bidder will be disregarded by the Owner, and will not become part of the terms and conditions of the Contract Documents.
- B. Bidders are advised that inclusion of any condition, which is in conflict with any of the requirements of the Bidding Documents, may result in rejection of the bid.

1.11 Execution of Agreement

- A. The sample form of agreement that the successful Bidder will be required to execute is included in the Bidding Documents. Any objection(s) to the terms of the sample agreement shall be submitted on the Bidder's letterhead at the time of the bid submission.
- B. The contract shall be executed as follows:
 1. Within 10 days after notice of award and receipt of agreement forms from the Owner, the successful Bidder shall sign and deliver all required copies to the Owner.
 2. At or prior to delivery of the signed agreement, the successful Bidder shall deliver to



the Owner the Performance Bond, Payment Bond, and the policies of insurance or insurance certificates as required by the Contract Documents.

3. The work required by the Contract Documents shall not commence until the signed agreement is fully executed by the Owner, and all bonds and insurance certificates have been received and approved by the same.
4. Failure or refusal to furnish signed agreement forms, bonds and/or insurance certificates in a form satisfactory to the Owner will prevent execution of the agreement by the Owner, and will subject the Contractor to loss of time from the allowable construction period equal to the time of delay in furnishing the required documents.

1.12 Pre-bid Site Inspection

- A. Bidders are cautioned that there is a mandatory pre-bid meeting and on-site inspection that is essential to submission of a responsive bid and successful completion of the work. Therefore, any interested Bidder shall attend the mandatory pre-bid.
- B. Bidders shall arrange for any major Subcontract Bidders to participate in the pre-bid site inspection, or shall arrange for a subsequent site inspection at a later time.

1.13 Code Compliance and Permitting

- A. Bids must be in compliance with all local, state, and applicable codes. Contract price is to be based upon compliance with all codes.
- B. The successful Bidder shall be responsible to obtain any and all permits required to perform this project. Bidders shall include the cost for all required permits in the proposed prices.

1.14 Proof of Competency of Bidder

- A. All Bidders shall be Contractors duly licensed to perform the specified work at the project location. The roofing Contractor shall have roofing Manufacturer's approval for installation of the work described in the Bidding Documents. Licensing requirements extend to all Subcontractors as such licensing laws apply.
- B. In order to aid the Consultant in determining the qualifications of a Bidder, the Bidder may be required to furnish to the Consultant satisfactory evidence of their experience and familiarity with the type of work required and of their financial ability and other resources required to properly complete the work within the proposed time frame.

1.15 Subcontractors

- A. Upon request of the Owner, Bidder will be required to establish to the satisfaction of the Owner and Consultant the reliability and responsibility of the proposed Subcontractors to furnish and perform work for which each Subcontractor is proposed. No Subcontractors will be allowed to perform roofing system installation work, unless first approved by the Owner in writing.
- B. Prior to the award of the contract, the Owner will notify the Bidder in writing if either the Owner



or Consultant, after due investigation, has reasonable and substantial objection to any proposed Subcontractor or supplier.

C. If the Owner refuses in writing to accept any such Subcontractor or supplier, the Bidder may exercise on of the following options:

1. Withdraw their bid, notwithstanding anything to the contrary contained in Article 1.02, Receipt and Opening of Bids.
2. Offer a Subcontractor or supplier acceptable to the Owner, without changing the proposed contract sum.

- End of Section -



SECTION 00 41 01 BID FORM

To: Reno-Sparks Convention and Visitors Authority

Name of Bidder: _____

Date of Bid: _____

1.01 Pursuant to and in compliance with the Invitation to Bid and the Bidding Documents relating to the construction of:

Reno-Sparks Convention and Visitors Authority
Reno-Sparks Livestock Events Center
2018 Roof Replacement and Repairs
Exhibit Hall (Replacement) and Event Center and Livestock Pavilion (Repairs)
Reno, Nevada 89512
Project No. 17RENRENOR007B

Including Addenda _____

The undersigned, having become thoroughly familiar with the terms and conditions of the Bidding Documents and with local conditions affecting the performance and cost of the work at the place where the work is to be completed and after having been given ample opportunity to fully inspect the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated, including furnishing any and all labor, materials, services, equipment and all applicable taxes necessary to construct and complete said work in accordance with the Contract Documents, for the following sum(s) of money:

Alternate bids (if any) described in Section 01 23 00 – Alternates shall be excluded from the Base Bid.

A. Base Bid No. 1: Tear off and replace the roof on the Exhibit Hall.

_____ Dollars (\$_____)

Sales Tax (included in above bid) \$_____

Approximate square footage included in bid _____ Sq. Ft.

Bid Allowances: The following unit cost allowances are included in Base Bid 1 amount.

1. Remove and replace existing cold-formed purlins..... 200 lineal feet
2. Remove existing wet or damaged fiberglass batt insulation and replace with two layers of 4" fiberglass batt insulation 2,000 square feet



- B. Base Bid No. 2: Repair the roof on the Event Center.

_____ Dollars (\$_____)

Sales Tax (included in above bid) \$_____

Approximate square footage included in bid _____ Sq. Ft.

- C. Base Bid No. 3: Repair the roofs on the Livestock Pavilion, Connector and Offices.

_____ Dollars (\$_____)

Sales Tax (included in above bid) \$_____

Approximate square footage included in bid _____ Sq. Ft.

- D. Alternate Bid No. 1: On the Exhibit Hall, install a standing seam metal roof in lieu of the base bid through fastened metal roof.

Add to Base Bid No. 1

_____ Dollars (\$_____)

Sales Tax (included in above bid) \$_____

Approximate square footage included in bid _____ Sq. Ft.

- E. Unit Pricing

1. For changing specified quantities of work from those required by the Contract Documents, upon written instructions of the Owner, the following unit prices shall prevail. The proposed unit prices include all labor, overhead, profit, materials, equipment, taxes, and freight.
2. Only a single unit price shall be given, and it shall apply for either more or less than the quantity required by the Contract Documents.
3. Refer to Section 01 11 00 – Summary of Work for a description of stipulated quantity allowances to be included in the bid, where applicable.
4. In the event of more or less units than so required, change orders shall be issued for the increased or decreased amount.



<u>Description</u>	<u>Unit Price</u>
Remove and replace wood nailer	\$ _____ Per Board Foot
Remove and replace plywood	\$ _____ Per Square Foot
Remove and replace existing cold-formed purlins	\$ _____ Per Lineal Foot
Remove existing wet or damaged fiberglass batt insulation and replace with two layers of 4" fiberglass batt insulation	\$ _____ Per Square Foot
Remove and replace plywood decking	\$ _____ Per Square Foot
Remove rusted sheet metal and repair with same material	\$ _____ Per Square Foot
Replace broken drain clamping rings	\$ _____ Each
Replace roof drain and tie into existing plumbing system	\$ _____ Each
Roofing Foreman (standard time)	\$ _____ Per Hour
Roofing Technician (standard time)	\$ _____ Per Hour
Laborer (standard time)	\$ _____ Per Hour
Sheet Metal Worker (standard time)	\$ _____ Per Hour

F. Performance Bond and Payment Bond

1. This bid includes the cost of a Performance Bond and Payment Bond. By signing and submitting this bid, the Bidder certifies that they will furnish these bonds in amounts sufficient to cover the total proposed cost of the work, including Base Bid and all Alternates. The bonds shall be amended and maintained current with all contract Change Orders.
2. The cost of these bonds is _____% of the total proposed cost of the work, including Base Bids and Alternate.



G. Change Orders

1. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to the work required by the Contract Documents. The following fees are not applicable in unit price-based Change Orders.

- a. For any additions to the work authorized by the Owner:

The contract sum shall be revised to include the actual cost of the work required for such additions plus _____ percent (____%).

- b. For deletions from the work authorized by the Owner:

The contract sum shall be reduced by an amount equal to the cost savings realized for work not performed by reason of such deletions plus _____ percent (____%).

H. Time of Commencement, Completion and Damages

1. Base Bid No. 1: Contractor shall commence work _____ (calendar) days after award. From the day of commencement, the Contractor shall substantially complete the work in _____ (calendar) days.
2. Base Bid No. 2: Contractor shall commence work _____ (calendar) days after award. From the day of commencement, the Contractor shall substantially complete the work in _____ (calendar) days.
3. Base Bid No.3: Contractor shall commence work _____ (calendar) days after award. From the day of commencement, the Contractor shall substantially complete the work in _____ (calendar) days.
4. If the Owner awards Alternate Bid No. 1, add ☐ / deduct ☐ _____ (calendar) days to / from the performance period.]
5. Final completion, including delivery of all closeout submittals and warranties, shall be achieved within _____ (calendar days) after achieving substantial completion.
6. Time is expressly declared to be of the essence in completion of the work covered by these Bidding Documents, and the Contractor shall be liable for actual damages for delay in completion of work. Actual damages include, but are not limited to, increased consulting fees, additional construction observation fees, travel expenses, and all other costs incurred as a result of the delay in completion. Where the contract allows additional time for completion of the work, the new time limits will be of the essence of the contract.
7. In submitting this bid, the Bidder assures the Owner that availability of labor, material, equipment, services, and other necessary resources are available to meet the proposed substantial completion date.
8. In the event the Owner decides that delaying the project start will avoid conflicts with scheduled facility events, how long will the bid price be held? _____ (calendar days).



I. Proposed Subcontractors and Suppliers

1. The following subcontractors/suppliers have agreed to furnish labor and materials for this work for the trades/items indicated. These subcontractors/suppliers shall not be changed without Owner's permission.

Subcontractor/Supplier	Trade/Material
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Base bid is based on roofing material supplied by _____.

J. Contractor Licensing Requirements

___ Yes ___ No Do Authorities Having Jurisdiction at the project's location require licensing of Contractors for the types of work required by the Contract Documents that the Bidder proposes to complete using their own forces?

If yes, provide requested information below.

___ Yes ___ No Do Authorities Having Jurisdiction at the project's location require licensing of Contractors for the types of work described by the Contract Documents that the Bidder proposes to complete using Subcontractor(s)?

If yes, provide requested information below.

Contractor and Subcontractor License Information

Contractor/Subcontractor	License Number	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



1.02 By signing this bid, the Bidder certifies the following:

- A. All information submitted on this bid form is accurate and true to the best of the Bidder's knowledge, and the Bidder has performed due diligence as necessary to provide responsible information.
- B. This bid has been arrived at independently without consultation, communication or agreement as to any matter relating to this bid with any other Bidder or with any competitor.
- C. This bid is in compliance with all local, state, and applicable codes.
- D. The Bidder and any proposed Subcontractors are duly licensed with all applicable authorities having jurisdiction, as required to legally perform the work described by the Bidding Documents at the project location.
- E. The Bidder will maintain strict confidentiality with respect to information submitted on this bid form, any project-related documents obtained during the bidding process, photographic or video images of the site, project-related emails or other correspondence, or information learned through visual review of the facility or project site.
- F. Bidder will comply with the terms of any confidentially agreements made with the Owner during the bidding of this project, as applicable.
- G. This bid shall remain open and not be withdrawn for a period of 60 calendar days from the date prescribed for its opening.
- H. If the Owner provides written notice of award to the undersigned within 60 calendar days, the Bidder shall execute and deliver the signed contract agreement, Performance Bond, Payment Bond, required insurance documentation, and any other submittals as specified in the Bidding Documents, together, all within ten calendar days after the Owner issues the notice of award.
- I. The Bidder is an equal opportunity employer, and does not discriminate, and will take "affirmative action" measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, creed, color, national origin, sex, or any other legally protected characteristics. No person will be adversely affected in employment with the employer as a result of bringing complaints of unlawful discrimination.
- J. The Bidder provides a work environment that is free from harassment based upon an individual's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics. All employees, including supervisors and other management personnel, are expected and required to abide by this policy. No person will be adversely affected in employment with the employer as a result of bringing complaints of unlawful harassment.

1.03 By signing this bid, the Bidder implies their understanding of the following conditions:

- A. The Owner reserves the right to reject any and all bids, waive irregularities or technicalities in any bid, and accept any bid in whole or in part which it deems to be in its best interest.
- B. The Owner reserves the right to approve or reject the Bidder's proposed Subcontractor(s) or supplier(s) in accordance with Section 00 21 13 - Instructions to Bidders, Article 1.15.



- C. If notice of award is issued after 60 calendar days from the bid due date, the Bidder shall have the right to either accept the contract or withdraw their bid, without penalty, as stipulated in Section 00 21 13 - Instructions to Bidders, Article 1.02.

1.04 The name(s) and title(s) for all persons interested in the foregoing bid as principal(s) are:

Note: If Bidder is a corporation, provide names of president, controller, and secretary; if a partnership, and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

1.05 Notice of award or requests for additional information may be addressed to the undersigned at the address set forth below.

1.06 The Legal Name, State of Incorporation, Address, Contact Information, and Federal Tax Identification Number for the Bidder are:

Note: If Bidder is a corporation, provide legal name of corporation, state where incorporated, together with the address and contact information and signature of the officer authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, provide legal name of firm, together with the address and contact information and signature(s) of the partner(s) authorized to sign contracts on behalf of the partnership.

Legal Name of Bidder: _____

State of Incorporation: _____

Business Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Federal Tax ID Number: _____



1.07 Signature of Authorized Bidder Representative

Signature: _____

Typed Name: _____

Title: _____

Date: _____

- End of Section -