

INVITATION TO BID

The Owner requests two separate bids for the following Projects:

1. Karuk Medical Clinic

2. Karuk Dental Clinic

Hillside Road

Happy Camp, CA 96039

https://www.dropbox.com/sh/fyztkki1oih6wlf/AAACv-7gJ8-wq-tKfveo_1Gla?dl=0

The Owner:

The Karuk Tribe

64236 Second Avenue

Happy Camp, CA 96039

The Architect:

C&S Design & Engineering, Inc.

2023 6th Street West

Ashland, WI 54806

Issuing Party and Contact Information

For questions or more information regarding this Invitation, please contact:

Emma Lee Perez, Contract Compliance Specialist

Karuk Tribe – Administration Office

64236 Second Avenue, P.O. Box 1016

Happy Camp, CA 96039

emmaleeperez@karuk.us

IMPORTANT MILESTONES:

12/16/21 Post Bid Set

By Appt. On Site Walk Thru (recommended)
To Schedule, please contact:
Emma Lee Perez, 530-493-1600 ext. 2017, emmaleeperez@karuk.us or
Ryan Hammer, 530-598-8249, rhammer@karuk.us

1/5/22 Potential Bidders Virtual Meeting (required)
1pm PST <https://us06web.zoom.us/j/89639176779?pwd=UIM4OW41Z3JvV1U1WExoM283VOZIUT09>
Password: Karuk

1/12/22 Bidders Questions Due
12pm PST

1/19/22 Addendum Issued

1/31/22 Bids Due
12pm PST

Spring 2023 Occupancy

BID SUBMISSION:

TWO SEPARATE bids shall be submitted as follows:

Mail or hand deliver (1) hard copy OF EACH SEPARATE PROJECT BID to:

Emma Lee Perez, Contract Compliance Specialist

Karuk Tribe – Administration Office

64236 Second Avenue

P.O. Box 1016

Happy Camp, CA 96039

Email a COPY of EACH SEPARATE digital file to: emmaleeperez@karuk.us

Faxes will NOT be accepted

Files that are only emailed will NOT be accepted

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SECTION 1 DEFINITIONS

- 1.1 Bid Documents include this Invitation to Bid, the supplementary instructions identified therein, the bid sheet and the Construction Documents and Addenda.
- 1.2 The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Drawings, Specifications, all Addenda, and all other documents enumerated in the following.
- 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bid Documents.
- 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bid Documents. The Work means all of the Contractor's performance obligations as set forth in the Proposed Contract Documents.

SECTION 2 PROSPECTIVE CONTRACTOR'S REPRESENTATIONS

By submitting a Bid, the Prospective Contractor represents that:

- 2.1 The Prospective Contractor has read and understands the Bid Documents.
- 2.2 The Prospective Contractor understands how the Bid Documents relate to other portions of the Project, if any, being quoted concurrently, or presently under contract.
- 2.3 The Bid complies with the Bid Documents.
- 2.4 The Prospective Contractor has visited the Project premises, if required in the Bid Requirements, and correlated the Prospective Contractor's observations with requirements of the Bid Documents.
- 2.5 The Prospective Contractor has read and understands the provisions for liquidated damages, if any, set forth in the Proposed Contract Documents.
- 2.6 The Prospective Contractor and their subcontractors are licensed to perform the work of which they are responding to.
- 2.7 The Prospective Contractor is capable of securing and can provide a 100% performance and payment bond.

SECTION 3 BID DOCUMENTS

3.1 Distribution

- 3.1.1 Prospective Contractors and Sub-Contractors shall obtain complete Bid Documents through the following link: https://www.dropbox.com/sh/fyztkki1oih6wlf/AAACv-7gJ8-wq-tKfveo_1Gla?dl=0
- 3.1.2 Prospective Contractors shall use complete Bid Documents in preparing Bids.
- 3.1.3 Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bid Documents.
- 3.1.4 The Bid Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bid Documents.

3.2 Modification or Interpretation of Bid Documents

- 3.2.1 The Prospective Contractor shall carefully study the Bid Documents, shall examine the Project premises if required by the Bid Requirements, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered, and request clarification or interpretation pursuant to Section 3.2.2.
- 3.2.2 Requests for clarification or interpretation of the Bid Documents shall be submitted by the Prospective Contractor in writing and shall be received by the Owner as defined on page 1 of this Invitation.
- 3.2.3 Modifications and interpretations of the Bid Documents shall be made by Addendum. Modifications and interpretations of the Bid Documents made in any other manner shall not be binding, and Prospective Contractors shall not rely upon them.

3.3 Substitutions

- 3.3.1 The Bid Documents establish a standard of required function, dimension, appearance, performance, and quality to be met by any proposed substitution.
- 3.3.2 The Prospective Contractor may propose substitutions subject to the process, limitations, and requirements as follows:
 - 3.3.2.1 Written requests for substitutions shall be received by the due date for questions on page 1.
 - 3.3.2.2 Requests shall be submitted in the same manner as that established for submitting clarifications.
 - 3.3.2.3 Requests shall include:
 - 3.3.2.3.1 The name of the item specified in the Bid Documents
 - 3.3.2.3.2 The reason for the requested substitution
 - 3.3.2.3.3 A complete description of the proposed substitution including the name of the proposed substitute and relevant specifications
 - 3.3.2.3.4 Any other information necessary for an evaluation.
- 3.3.3 The request shall include a statement setting forth:
 - 3.3.3.1 Changes in other materials or equipment, or any other portions of the Work
 - 3.3.3.2 Changes in the work to be performed by others on the Project
 - 3.3.3.3 The impact, if any, that will result from incorporation of the proposed substitution.
- 3.3.4 If the Owner does not make a selection regarding substitutions, the Prospective Contractor may propose substitutions, subject to the process, limitations, and requirements as stated above.
- 3.3.5 The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval or disapproval of a proposed substitution shall be final.
- 3.3.6 If the Owner approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Prospective Contractors shall not rely upon them.
- 3.3.7 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

3.4 Addenda

- 3.4.1 Addenda will be transmitted to Prospective Contractors known by the Issuing Party to have received complete Bid Documents via email and posted to the bid documents site as defined above.
- 3.4.2 Prior to submitting a Bid, each Prospective Contractor shall ascertain that the Prospective Contractor has received all Addenda issued, and the Prospective Contractor shall acknowledge their receipt in the Bid.

SECTION 4 BID PROCEDURES

4.1 Preparation of Bids

- 4.1.1 Bids shall be submitted on the forms included with or identified in the Bid Documents.
- 4.1.2 All blanks on the Bid form shall be legibly executed. Paper Bid forms shall be executed in a non-erasable medium.
- 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the Bid form. In case of discrepancy, the amount entered in words shall govern.
- 4.1.4 Edits to entries made on paper Bid forms must be initialed by the signer of the Bid.
- 4.1.5 All requested Alternates shall be included in the SOV.
- 4.1.6 Any stipulations or qualifications shall be indicated in the Notes section of the SOV.
- 4.1.7 A Prospective Contractor shall incur all costs associated with the preparation of its Bid.

4.2 Submission of Bids

- 4.2.1 Paper copies of the Bid and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Prospective Contractor's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted.
- 4.2.2 If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- 4.2.3 Bids shall be submitted by the date and time and at the place indicated in the Invitation for Bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.
- 4.2.4 The Prospective Contractor shall assume full responsibility for timely delivery or submission of Bids.
- 4.2.5 Bid submitted by any method other than as provided in this section 4.2 will not be accepted.

4.3 Modification or Withdrawal of Bid

- 4.3.1 Prior to the date and time designated for receipt of Bids, a Prospective Contractor may withdraw and replace a Bid, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids.

- 4.3.2 The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.
- 4.3.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.2, provided they fully conform with this Invitation to Bid.
- 4.3.4 After the date and time designated for receipt of Bids, a Prospective Contractor who discovers that it made a clerical error in its Bid shall notify the Owner of such error within two business days of the date and time designated for receipt of Bids, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted.

4.4 Items to be included in the bid FOR EACH PROJECT:

- 4.4.1 Bid Bond
- 4.4.2 Completed Bid Form
- 4.4.3 Statement of Qualifications
- 4.4.4 Certification of Alaska Native or Indian Owned Enterprise
- 4.4.5 Completed Tribal Employment Rights Office Compliance Plan
- 4.4.6 Non-Collusive Affidavit

SECTION 5 CONSIDERATION OF BIDS

5.1 Opening of Bids

- 5.1.1 If stipulated in this Invitation to Bid, or when otherwise required by law/procurement, bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the bids may be made available to Prospective Contractors.

5.2 Rejection of Bids

- 5.2.1 Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

5.3 Acceptance of Bid (Award)

- 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Prospective Contractor, provided the Bid has been submitted in accordance with the requirements of the Bid Documents. Unless otherwise prohibited by law/procurement, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.
- 5.3.2 Unless otherwise prohibited by law/procurement, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bid Documents, and to determine the lowest responsive and responsible Prospective Contractor on the basis of the sum of the Base Bid and Alternates accepted.

SECTION 6 POST-BID INFORMATION

6.1 Owner's Financial Capability

- 6.1.1 A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

6.2 Submittals

- 6.2.1 After notification of selection for the award of the Contract, the Prospective Contractor shall, as soon as practicable or as stipulated in the Bid Documents, submit in writing to the Owner through the Architect:
 - 6.2.1.1 A designation of the Work to be performed with the Prospective Contractor's own forces
 - 6.2.1.2 Names of persons or entities proposed for the principal portions of the Work.
 - 6.2.1.3 The Prospective Contractor will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bid Documents.
- 6.2.2 Prior to the execution of the Contract, the Architect will notify the Prospective Contractor if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Prospective Contractor. If the Owner or Architect has reasonable objection to a proposed person or entity, the Prospective Contractor may, at the Prospective Contractor's option, withdraw the Bid or submit an acceptable substitute

person or entity. The Prospective Contractor may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted Bid price or disqualify the Prospective Contractor.

- 6.2.3 Persons and entities proposed by the Prospective Contractor and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed.

6.3 Performance Bond and Payment Bond

6.3.1 Bond Requirements

6.3.1.1 The Bidder shall furnish 100% Performance and Payment Bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

6.3.1.2 The cost shall be included in the Bid.

6.3.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

6.3.2 Time of Delivery and Form of Bonds

6.3.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 6.2

6.3.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

6.3.2.3 The bonds shall be dated on or after the date of the Contract.

SECTION 7 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

7.1 TERO Compliance Plan

7.2 Bid Form

7.3 Construction Drawings and Specifications dated 12/16/2021

7.4 Addendum Dated 1/19/2022

7.5 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor

7.6 AIA Document A101™-2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.

7.7 AIA Document A201™-2017, General Conditions of the Contract for Construction

7.8 Notice to Proceed

7.9 Change Order(s)

7.10 General Conditions

7.11 Karuk Tribal Employment Rights Ordinance

7.12 Karuk Tribal Sales Tax Ordinance