

Request for Proposals
for New Charter School Construction
for Coral Academy of Science Las Vegas
at Nellis Air Force Base

Issuing Party:

Coral Academy of Science Las Vegas (“CASLV”)
8965 S. Eastern Ave., Suite 280
Las Vegas, NV 89123

Date: August 1, 2018

1.0 Introduction:

CASLV, a Nevada public charter school, is pleased to invite your company to participate in our General Contractor selection process, regarding a new public charter school to be constructed on Nellis Air Force Base (AFB), Area III site, in Clark County, Nevada (the “Project”).

More information about CASLV is available on its website, <http://www.coralacademylv.org/>.

The General Contractor selection is important to the success of the project. We are looking for a partner who will engage us in an open and honest dialogue and act as a team member with us, our partners, the design team, and the jurisdictions involved.

The General Contractor will be responsible for constructability and quality-control assistance in design, overall project coordination, value engineering, construction activities and management, material and sub-contractor buyout, and commissioning activities for the project.

2.0 Contact Details for Questions:

For general questions during the RFP proposal process, please contact:

Kevin Grant, C2K Architecture, kgrant@c2karch.com

Ram Janga, Water Resources Consultants, rjanga@wrcvlv.com

For specific questions related to the plans and specs, please contact:

Kevin Grant, C2K Architecture, kgrant@c2karch.com

The owner of this project is CASLV, but any attempt to contact the owner directly regarding this Request for Proposals (“RFP”) or the Project will subject you to immediate disqualification.

3.0 Contract Specifications and Drawings:

The Contract Specifications Book and Contract Drawings will be made available to all General Contractors on August 1st 2018 at 2:00 p.m. The Contract Specifications Book and Contract Drawings can be downloaded from:

<https://app.box.com/s/6suqfjmnaw52d5gprnh3kx6lti2rzmtc>

4.0 Pre-Proposal Meeting Time, Date and Place:

One mandatory pre-proposal meeting will take place on August 7th at 10:00 a.m. Pacific time at:

Coral Academy of Science Las Vegas - Library
1051 Sandy Ridge Ave.
Henderson, NV 89052

NOTE: the meeting location is *not* at the school's central offices on S. Eastern Ave., but instead at its Sandy Ridge campus.

Potential proposing companies ("*Bidders*") may, and are encouraged to, submit written questions to Mr. Janga and Mr. Grant at the email addresses above prior to the meeting, and such questions will be addressed at the meeting, not by return email.

Bidders may also ask questions at that meeting. CASLV reserves the right, but is not obligated, to summarize its oral answers in written form and distribute the same. (Unless and until reduced to writing, all oral responses are not binding on CASLV, CASLV disclaims responsibility for such oral statements, and no oral responses shall constitute a representation or warranty on CASLV's part that may create a claim in equity or law.)

5.0 Project Information

The Project is the construction of a new charter school on Nellis AFB, Area III, on Stafford Drive, immediately to the south of the Nellis Youth Center and its several baseball fields. The school will consist of a building having approximately 50,000 square feet, built on a ≈10.18 acre site. The site is currently vacant and covered with crushed stone to prevent erosion. The school is being designed for [800 to 1,000] K-8 students. It will include a playground, parking, and landscaping.

6.0 Delivery Instructions

To submit a Proposal, a Bidder must deliver one (1) original signature page (completed/signed), plus five (5) copies and a computer compact disk containing its Proposal, to the following delivery location:

Water Resources Consultants
c/o Coral Academy of Science Las Vegas
1051 Sandy Ridge Ave.
Henderson, NV 89052

and email a copy to Mr. Grant and Mr. Janga at kgrant@c2karch.com, rjanga@wrclv.com.

NOTE: the delivery location is *not* at the school's central offices on S. Eastern Ave., but instead at its Sandy Ridge campus. CASLV reserves the right, but is not obligated, to accept Proposals that are timely delivered to one of its other locations.

7.0 Deadlines / Schedule

Your Proposal must be received by CASLV no later than:

3:00 P.M. PACIFIC TIME ON TUESDAY, SEPTEMBER 4TH, 2018

NOTE: That is the day after Labor Day; you may want to plan ahead. CASLV will begin receiving Proposals as early as the date of this RFP.

Proposals will be accepted up to, and no later than, the due date and time above. Any Proposals received after that date and time will be placed in the school's files unopened, and will be returned only upon request by, and at the expense of, the Bidder. Each Bidder assumes sole responsibility for delivering its Proposal on time at the place specified.

Telephone, facsimile, and email Proposals are not acceptable (but all Proposals must be delivered in hard copy and by email).

The following is the Schedule of Events (all times local):

- RFP Document Available - August 1st, 2018
- Pre-Proposal Meeting - August 7th, 2018
- Last Day to submit questions - August 10th, 2018

- Last Day for Addenda - August 17th, 2018
- RFP Due Date - September 4th, 2018
- Interview General Contractors - September 6th and 7th 2018
- Recommend General Contractor (GC) - September 8th, 2018
- Board Approval to negotiate with a GC - September 8th, 2018
- Possible Value Engineering and Contract Negotiations - Sept. 8th to Sept. 25th 2018
- Signed GC agreement - September 25th, 2018
- Notice to Proceed - October 1st, 2018

CASLV reserves the right in its sole discretion to change any dates, times, time periods, and deadlines (including the deadline for submission of Proposals), for up to one (1) week, by giving notice to all potential Bidders for whom it has contact details.

8.0 Envelope Markings

Each Proposal must be clearly marked on the outside of the envelope with the title:

“RFP: CASLV-CS AT NELLIS AFB”

9.0 Proposal Requirements

Formatting; Signature Page

- The form of signature page is attached as Exhibit A. That should be the first page of the Proposal, or immediately follow a cover letter.
- All information on the signature page should be typed or very legibly handwritten.
- All other materials making up the Proposal must be in typed form, unless it is a copy of a previously generated-document, such as a prior client’s recommendation.
- All illegible Proposals will be rejected.
- The signature on the signature page must be handwritten.
- If the signature page is not properly signed, it will be considered non-responsive.
- The signature should be by the Bidder’s Manager, Officer, Partner or other authorized signatory. Powers of attorney may be rejected (in CASLV’s sole discretion). An initialed signature by a second party will not be valid.
- No alterations, erasures, or additions to the signature page are to be made in the typewritten or printed matter unless initialed in ink.

Contents and Order

- Please see Section 14 below.

10.0 Acknowledgments

The submission of a Proposal and completion of the signature page indicates the Bidder’s agreement with all of the following:

- (a) The Bidder (1) has read these instructions, (2) will abide by the terms and conditions governing this RFP, and (3) understands the timing, budget, and technical requirements for the services specified.
- (b) A failure to provide sufficient or detailed information may result in the proposal not being considered.
- (c) The Bidder will protect the Owner from all claims for patented articles, processes, materials, inventions, and appliances in connection with fulfillment of this RFP, at the Bidder’s own expense.
- (d) The Bidder is not insolvent, nor in any form of bankruptcy, receivership, or similar proceeding.

- (e) The Owner has retained C2K Architecture, Inc. for the architectural services and Water Resources Consultants as the owner's representative for this Project, and the Bidder is willing and able to work with those entities in a successful manner.
- (f) All costs and expenses involved in preparing and submitting Proposals to CASLV must be borne in full by the Bidders and should be included, if at all, in the total price. The RFP does not commit or obligate the Owner or any other entity to pay any costs incurred in the preparation, presentation or return of Proposals, including interview time, or to select any party who makes a Proposal.
- (g) All Proposals must remain open for acceptance by CASLV for a minimum period of one hundred and twenty (120) days after the submission deadline.
- (h) At any time prior to the submission deadline, a Bidder may withdraw, supplement, or amend a submitted Proposal by submitting a request to do so in writing to the same address and person identified above, no later than by the Proposal submission deadline, and conspicuously stating that is a withdrawal, supplement to, or amendment of a prior Proposal. After the submission deadline, no Proposal may be altered, amended, or withdrawn.
- (i) Nevada law prohibits the Bidder from colluding with other bidders by fixing prices or other material bid terms.
- (j) The Bidder agrees to the terms of the confidentiality and non-disclosure agreement attached as Exhibit C.

11.0 General Contractor Role (Scope of Services)

The specifications contained in this RFP are for the basic requirements for this Project, to provide interested General Contractors a common understanding of the scope of services required for the Project.

The minimum requirements are specified. The Bidder may choose to exceed those minimums.

All services proposed shall meet all applicable federal, state and local requirements.

Time is of the essence. If the successful Bidder fails to meet any specified delivery schedules, the Owner shall have the option of canceling any and all contracts issued to the Bidder in connection with this RFP.

The construction services scope of work for this Project includes both a Construction Phase and Close Out/Turnover Phase.

The General Contractor shall be responsible for complying with all of the duties and obligations reasonably and customarily required of the General Contractor, including those outlined in the General Contractor Agreement attached as Exhibit B. Such services include but are not limited to the following:

- Establish a construction critical path method (CPM) schedule.
- Prepare a schedule of Values which will be the basis for monthly pay applications.
- Manage and administer Subcontractor Proposals and Subcontractor Agreements with the General Contractor.
- Coordinate subcontractors and consultants.
- Monitor and enforce the construction critical path method (CPM) schedule.
- Analyze, negotiate and process change orders for Owner's Representative and Architect's approval.
- Prepare Project reports, minutes with Subcontractors and suppliers and schedules.
- Develop and implement a quality assurance plan.
- Maintain the record document set.
- Prepare punch list for each trade or subcontractor, and assist in substantial completion and final completion inspections.

- Prepare Contractor payment applications, and obtain partial lien releases from each subcontractor who performed work in the prior pay period.
- Establish, monitor and enforce Contractor safety programs.
- Assist in receiving and preparing all closeout documents including, without limitation, warranties, operating and maintenance manuals.
- Coordinate with the Owner's Commissioning Agent in the implementation of a building Commissioning plan.
- Manage transfer of building operation to Owner.
- Comply with all applicable State of Nevada Regulations.
- Comply with all NAFB requirements for construction and inspections

12.0 General Contractor Selection by CASLV

No offer of intent to enter into a contract with any party for services should be construed from this RFP.

CASLV reserves the right, in its sole discretion, to approve or reject any Proposal, or part of any Proposal, or all Proposals, in accordance with what it deems to be in CASLV's best interests, as well as to comply with applicable law. The selection of the General Contractor is at the discretion of the Owner.

Following the evaluation of the Proposals, the General Contractors will be ranked and the top three will likely be interviewed orally. The highest ranked General Contractor, based on a combined score from the Proposal and interview (if applicable), will be the first General Contractor considered for the project. CASLV will then engage in legal negotiations. If those are unsuccessful, CASLV reserves the right to proceed to the next highest ranked Bidder.

Only the Board of Governors of CASLV has the authority to make a final decision on the General Contractor selection. No oral or written representations by any CASLV executive or agent shall be binding on and enforceable against the school until (i) the Board of Governors makes a selection and (ii) a written contract is fully agreed upon and executed.

Notwithstanding any other provision of this RFP, CASLV reserves the right in its sole and absolute discretion, to the maximum extent permitted by applicable law, to:

- waive any insignificant or immaterial defect, irregularity, or informality in any bid procedure;
- reject any or all Proposals;
- reissue the RFP with new and different terms;
- negotiate or renegotiate any terms set forth in the RFP or the Bidder's response, while staying within the material boundaries and specifications of this RFP;
- amend this RFP prior to the submission date to remedy any errors; and/or
- seek the assistance of outside experts to review submitted Proposals.

13.0 Liability Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BY SUBMITTING A BID, THE BIDDER AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST CASLV AND ITS DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, RFP, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY—WHETHER IN LAW OR EQUITY, KNOWN OR UNKNOWN AT THE TIME OF SUBMISSION. THE BIDDER HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL AND VOLUNTARILY, KNOWINGLY, AND INTENTIONALLY AGREES TO THIS WAIVER.

14.0 Proposal Format

All RFP Proposals must contain the following:

A. COMPANY OVERVIEW:

1. Provide a description of your firm's history.
2. Provide a list of projects that your firm has built in the last 5 years that are similar in scope and building type to the proposed project. Should be a minimum of \$10,000,000 total construction cost.

You should expressly mention any prior work involving: (i) a school; and (ii) projects on military bases.

3. References from your three most recent projects (underway or just completed) and developer/owner contact information.

B. PERSONNEL EXPERIENCE:

1. Identify the key team members of your proposed construction team, including relevant principals, project managers, superintendents and construction administrative personnel. An organization chart should also be included. It is expected that these key members of your team will (i) be part of the interview if GC is selected for interview, and (ii) be committed for the duration of the project.
2. Identify specific past experience of team individuals relevant to this project.
3. Identify any self-performed work that your team is capable of, that could help the project's schedule and quality.

C. SCHEDULE:

Assuming an October 1, 2018 start, provide a milestone schedule of not more than 2 pages showing the proposed length of time to get the project to substantial completion.

D. GENERAL CONDITIONS:

Define what is included in your general conditions.

E. APPROACH TO PROJECT:

1. Provide a description of your approach to pricing the project, based on the level of documents provided with this RFP. As final documents for the project are completed and released, what is your firm's approach to updating and refining pricing?
2. Discuss your team's approach to site constraints and working in the area. Provide a site plan showing traffic routing and office/laydown area.
3. Describe your approach to solicitation of subcontractors for bidding purposes. Specifically address any union obligations that your company has that would limit using non-union subcontractors.
4. For a potential design-build agreement, provide a list of your proposed mechanical, electrical, plumbing, and fire sprinkler subcontractors.
5. List work that will be self-performed and how GC's and Fees will be applied to any self-performed work. Also describe how you will show that self-performed work is priced competitively.

F. ESTIMATE FOR FULL PROJECT BUDGET:

1. Preconstruction services budget (include 3 full estimates and updated estimates on specific items when needed)
2. General conditions budget
3. Fee
4. Taxes
5. Overall construction budget based on preliminary drawings and specification – itemized by both material and labor for each installation.
6. Identify Five (5) areas of cost savings to the owner and what those are in Value/ Materials.

G. MISCELLANEOUS REQUIREMENTS:

1. State your construction firm's worker's comp experience mod for the last 3 years.
2. Describe your safety program.
3. State additional insurance programs your construction firm may use with regards to subcontracted work.
4. In the event the Owner requests a Performance and Payment bond, provide a bond rate.
5. Proof of licensing in Nevada.
6. Proof of financial stability; history (if any) of bankruptcy filings.
7. Proof of insurance.
8. History, if any, of litigation, disciplinary actions, government or accrediting-body investigations, and similar actions, dating back 8 years.
9. A list of any and all family, business, and/or other relationships which it may have directly or indirectly with CASLV's former or current directors, officers, employees, students/parents, or family members, whether the same constitute an actual or merely a perceived conflict of interest.

Exhibit A
SIGNATURE PAGE

Business Name: _____

Authorized signature: _____

Individual's name (typed): _____

Title (affix seal if a corporation): _____

Date: _____

Mailing address: _____

Phone: Email: Fax:

Social Security number or
Business license number: _____

Current Nevada licenses: _____

Federal Tax ID# : _____

State of Incorporation or Names of Partners:

Exhibit B
General Contractor Draft Contract

[To come.]

Exhibit C

Confidentiality & Non-Disclosure Agreement

The Bidder hereby gives notice to CASLV of Bidder's intent to submit a bid in response to the RFP, and consideration of the opportunity to submit a bid, and in order to induce CASLV to provide Confidential Information to Bidder in connection with its bid, the undersigned Bidder hereby covenants and agrees as follows:

1. The term "Confidential Information" shall mean and include all non-public information relating to the Project (as defined in the RFP), or to CASLV which Bidder may have obtained or generated in connection with the RFP; any other non-public evaluations, data, drawings, layouts, reports, procedures, schedules, cost estimates, budgets, trade secret information relating to CASLV; non-public financial information, strategic plans, cost data, fee schedules, contract forms, employee information, plans, and other information obtained from, or on behalf of, CASLV in connection with the Project and the RFP and which is not in the public domain at the time it is disclosed to or obtained by Bidder and is generally understood to be confidential information; and any other documents which contain or are based upon any confidential information. "Confidential Information" does not include information which: (1) is in the public domain at the time it is disclosed to or obtained by Bidder; (2) is known to Bidder at the time it is disclosed or obtained, and was not acquired, directly or indirectly, from personnel of CASLV, or is lawfully obtained from a third party not in breach of any obligation of confidentiality; or (3) becomes part of the public domain after disclosure by publication or otherwise, other than through the fault or action of Bidder.

2. Bidder will limit its use of the Confidential Information solely for use in preparing its bid for the benefit of CASLV. Bidder will not directly or indirectly disclose, divulge or communicate any of the Confidential Information to any person or entity other than to: (1) CASLV; (2) certain of Bidder's employees for whom there is a "need to know" and who are legally bound to abide by, and be subject to, the remedies provisions of this Agreement; and (3) any other recipient to whom disclosure has been expressly authorized in writing by CASLV provided, and subject to, the recipient's prior execution and delivery to CASLV of a confidentiality and non-disclosure agreement acceptable to CASLV. Bidder shall not copy Confidential Information unless approved in writing by CASLV; provided, however, that the making and distribution of copies of Confidential Information to employees having a "need to know" is solely for purposes related to the bid, and subject to retrieval and destruction by Bidder of all copies upon completion of employees' tasks, shall not be deemed to be a breach of this Agreement.

3. Upon the earlier of CASLV having entered into a Contract pursuant to the RFP with a person other than the undersigned, or termination of the RFP, Bidder shall deliver to CASLV all written or descriptive matter, in any form, which contains any Confidential Information, without keeping any copies of the Confidential Information.

4. A breach of any of the requirements in this NDA relating to the obligations of Bidder will be material, and shall be conclusively deemed to do irreparable harm to CASLV; therefore, in addition to any and all remedies available under applicable law or in equity, CASLV and its affiliates shall be entitled to injunctive or equivalent relief enjoining the breach of such obligations (with a maximum bond of \$100); and CASLV shall be entitled to commence and prosecute a civil action against Bidder and its employees for that purpose and monetary damages. The successful party in such action is to be awarded its reasonable attorneys' fees, expert fees and other costs and expenses incurred in the litigation. Exclusive venue of any such action shall be in Clark County, Nevada, and Nevada law shall govern.