



The Reno-Sparks Convention & Visitors Authority is soliciting a
Bid for a
**Reno-Sparks Convention Center
Lighting Retrofit Project**

**Bid 2019-01
WA-2018-233**

*Released by Jose Martinez, Project Manager
(Tuesday, June 19, 2018)*

The Point of Contact is Jose Martinez, Project Manager at (775) 827-7768,
Fax (775) 827-7701, or e-mail jmartinez@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, July 12, 2018 (2:00pm (PST))

Company Name: _____



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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 2019-01**.

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.

Project is for the purchase and replacement of 512 existing 1000W MH Fixtures with high efficiency LED high bay style fixtures with reflector in the event halls of the Reno-Sparks Convention Center.

II. SCHEDULE

Request for Proposals Available	Tuesday, June 19, 2018
Mandatory Pre-bid Meeting	Tuesday, June 26, 2018 10:00 AM
Written Questions Due (if any)	Tuesday, July 3, 2018 5:00 PM
Written Responses to Questions Issued	Friday, July 6, 2018
Responses Due	Thursday, July 12, 2018 2:00 PM
Opening Time	Thursday, July 12, 2018 2:10 PM

A Mandatory Pre-Bid meeting will occur on June 26, 2018, 10:00 AM, at the Reno-Sparks Convention Center, at 4590 South Virginia Street, Reno, Nevada. Bidders should enter from the Kietzke Street entrance on the South end of the Reno Sparks Convention Center property and proceed to the right to the Administration Offices.

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 on the letterhead of its company, Bidder establishment, corporation, etc. attached to the original Bid 2019-01 document. Bidder will sign and return the ENTIRE Bid DOCUMENT, 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. BIDDER'S CHECKLIST

Bidders are instructed to complete and return the following items in order for their proposals to be complete. Failure to return all the items may result in your proposal being declared "non-responsive."

Bidder Information Requirements		Page	Completed
V.A.	Company Information	7	<input type="checkbox"/>
V.B.	Company Background	8	<input type="checkbox"/>
V.C.	Nevada Contractor License Information	9	<input type="checkbox"/>
V.D.	Business License Information	9	<input type="checkbox"/>
VI.	Subcontractors Exceeding 5% of Bid	10	<input type="checkbox"/>
VII.	Subcontractors Exceeding 1% of Bid	11	<input type="checkbox"/>
VIII.	Certification Regarding Debarment	12	<input type="checkbox"/>
IX.	Local Preference Affidavit	13	<input type="checkbox"/>
X.	Acknowledgment and Execution	14	<input type="checkbox"/>
XII	Base Bid Form	15	<input type="checkbox"/>



V. PROPOSER INFORMATION

The following information must be completed, either typed or printed, and returned with the bid in accordance with the General Conditions contained herein.

A. Company Information

Company Name:
Contact Name:
Address:
City, State Zip Code:
Telephone Number:
Facsimile Number:
E-Mail:



B. Company Background

Has your company ever failed to complete any contracts awarded to it?
No___ Yes___ (If yes, please provide details.)

Has your company filed any arbitration request or law suits on contracts awarded within the last five years? No___ Yes___ (If yes, please provide details.)

Does your company now have any legal suits or arbitration claims pending or outstanding against it or any officers relating to the performance of a public contract? No___ Yes___ (If yes, please provide details.)

Does your company now employ any officers or principals who were with another Bidder when that company failed to complete a contract within the last five years? No___ Yes___ (If yes, please provide details.)

Has your company had a contract partially or completely terminated for default (cause) within the past five years? No___ Yes___ (If yes, please provide details.)

Has your company been found non-responsible on a government bid within the last five years? No___ Yes___ (If yes, please provide details.)



C. Nevada Contractor License Information:

License Number:
Classification:
Limitation(s):
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code:
Telephone Number:

D. Business License Information:

City of Reno
License Number:
License Expiration:
Name of Licensee (if different):

Or

License will be obtained after award.



VI. SUBCONTRACTORS EXCEEDING 5% OF BID

Pursuant to NRS 338.141, the Bidder must submit the following names of First-Tier Subcontractors who will provide to Bidder labor or a portion of the work or improvements for which Subcontractor will be paid an amount exceeding five percent (5%) of the bid. The Bidder shall list the name of a Subcontractor for each portion of the Work, the value of which exceeds five percent (5%) of the Bid Price. If Bidder will perform more than 5% of the work, Bidder shall also list their name and description of the work that the prime contractor will perform in the space provided below. If, additional space is needed, attach a separate page.

Subcontractor Name	
Nevada License	Limit of License
Address	
Telephone	
Description of Work	
Subcontractor Name	
Nevada License	Limit of License
Address	
Telephone	
Description of Work	
Subcontractor Name	
Nevada License	Limit of License
Address	
Telephone	

Bidder Name: _____ Authorized Signature: _____



VII. SUBCONTRACTORS EXCEEDING 1% OF BID AMOUNT

In compliance with NRS 338.141, Bidder submits the following names of First-Tier Subcontractors who will provide to Bidder labor or a portion of the Work or improvements for which Subcontractor will be paid an amount exceeding one percent (1%) of the Bid or \$50,000, whichever is greater. The Bidder shall list the name of a Subcontractor for each portion of any of the Work the value of which exceeds one percent (1%) of the Bid Price.

Since all Subcontractors listed on the Bidder’s 5% Subcontractor Information Form are over 1% of the Bid amount, those Subcontractors shall automatically be deemed incorporated into this 1% Subcontractor Information form and need not be re-listed below.

Information provided must be submitted within two (2) hours after the completion of the opening of the bids (Per NRS 338.141). Bidder shall enter “NONE” under “Name of Subcontractor” if not utilizing subcontractors exceeding this amount. This form must be complete in all respects. If, additional space is needed, attach a separate page. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Subcontractor Name	
Nevada License	Limit of License
Address	
Telephone	
Description of Work	
Subcontractor Name	
Nevada License	Limit of License
Address	
Telephone	
Description of Work	

Bidder Name: _____

Authorized Signature: _____



VIII. CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension, And Other Matters

(This to be signed and returned at the time of bid)

The prospective bidder, _____ certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Any exceptions provided will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the City will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Signature:
Print Name:
Title:
Date:



IX. LOCAL PREFERENCE AFFIDAVIT

This form is required to receive a preference in bidding on projects exceeding \$250,000. This form must be submitted no later than two (2) hours following the opening of bids, only if the bidder wishes for their preferential status (established by their current Certificate of Eligibility) to be considered in the evaluation of bids. A copy of the bidder's Certificate of Eligibility must be submitted at the time the contractor submits their bid.

I, _____, on behalf of the Contractor, _____, swear and affirm that in order to be in compliance with NRS 338.0117 and be eligible to receive a preference in bidding 2019-01 Reno-Sparks Convention Center Lighting Retrofit Project certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of _____, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for a period of time, pursuant to NRS 338:

- The Contractor shall ensure at least 50 percent of workers employed on the public work possess a Nevada driver's license or identification card;
- The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
- The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid or do not receive an advantage in ranking of bids due to their preference status.

Signature:
Print Name:
Title:
Date:



X. ACKNOWLEDGMENT AND EXECUTION

_____ (Name of Principal) being first duly sworn, deposes and says: That he/she is the Bidder, or authorized agent of the Bidder for whom the aforesaid described work is to be performed by; that he/she has read the Plans, Specifications, and related documents including but not limited to, any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the Authority and to do and perform all work for the bidding 2019-01 Reno-Sparks Convention Center Lighting Retrofit Project together with incidental items necessary to complete the work to be constructed and/or services to be provided in accordance with the Specifications, Plans, and Contract Documents annexed hereto.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal, as principals, are those named herein, the Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid: that this proposal is made without collusion with any other person, firm or corporation; that he/she has carefully examined the location of the proposed work; the proposed form of Contract, the Contract Provisions, Plans, Specifications and Contract Documents incorporated therein referred to and made part thereof; that he/she proposes and agrees if this proposal is accepted, that he/she will contract with the Authority in the form of the Contract prescribed, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract and annexed Contract Provisions, Plans and Specifications, in the manner and time prescribed and according to the requirements of the Project Representative as therein set forth, it being understood and agreed that the quantities shown herein are approximate only and are subject to increase or decrease, and that he/she will accept, in full, payment therefore the indicated prices.

Signature:
Print Name:
Title:
Date:



XI. PERFORMANCE BOND

The Authority requires the successful Contractor to furnish a Performance Bond (bond equal to 100% of the Base Bid), covering the faithful performance of the Contract and the payment of all obligations arising there under, issued by a company duly authorized to issue such bonds in the State of Nevada.

The successful Contractor shall deliver the required bonds to the Authority not later than three days following the date the Contract is entered into.

XII. BASE BID FORM

Project: **2019-01, PWP WA-2018-233**

Prices must be valid for 90 calendar days after the bid opening.

Bidder acknowledges receipt of ___ Addenda.

Signature:
Print Name:
Title:
Date:

Pursuant to and in compliance with the Bid, Instructions, and General Terms and Conditions, the undersigned hereby proposes and agrees, if this Base Bid is accepted, to enter into the Agreement with the Reno-Sparks Convention and Visitors Authority to complete all Work as specified and included in the Contract Documents for the Base Bid amount, if accepted. The work is a prevailing wage public works project.

In submitting these Base Bids, the signed represents that they have examined the site and area where the Work is to be performed, the legal requirements (Federal, State, and local laws, ordinances, rules and regulations) and the conditions affecting cost and progress of performance of the Work, and has made such independent investigations as the undersigned deems necessary. Firm hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the Work for the following bid:

Item	Quantity	Unit	Description	Unit Price	Total Price
1	442	Ea.	High efficiency LED High Bay style fixtures with reflector. 277V, 450-500W, 5000K, with 5 years or more warranty.		
2	442	Ea.	Installation of: High efficiency LED High Bay style fixtures with reflector. 277V, 450-500W, 5000K, with 5 years or more warranty.		
3	70	Ea.	High efficiency LED High Bay style fixtures with reflector. 480V, 450-500W, 5000K, with 5 years or more warranty.		
4	70	Ea.	Installation of: High efficiency LED High Bay style fixtures with reflector. 480V, 450-500W, 5000K, with 5 years or more warranty.		
5	1	Ea.	Facilitate NV Energy Rebate for fixtures.		
6	512	Ea.	Disposal of existing fixtures.		
Total Price					
\$ _____ (Written total bid price)				\$ _____	

XIII. SCOPE OF WORK

Purchase and install lighting fixtures 512. Replace existing 1000W MH Fixtures with high efficiency LED high bay style fixtures with reflector.

Fixtures are to be:

PacLights FHW480-50-LV-W LED High Bay lights or comparable

Amount	Watt	Voltage	Color (K)	Minimum Warranty	
				Labor	Fixture
442	450 to 500	277	5000	1 Year	5 Year
70	450 to 500	480	5000	1 Year	5 Year

The Contractor will be responsible for providing a turnkey lighting retrofit project including



all labor (installation and supervisory), material, equipment, and disposal.

The installation is to be completed by the contractor in accordance with all applicable local, state and federal laws and regulations, and ensuring that all installations meet minimum IES/code requirements.

Facilitate the submission of applicable rebates from NV Energy for energy efficient fixtures.

The following will be included, but not limited to:

1. Provide all necessary equipment, hardware, adapters, and any other materials necessary for a quality installation.
2. Ensure installation quality, compliance with project schedule as bid, and proper disposal and/or recycling of old luminaires.
3. Contractor shall warrant all labor and replace defective LED luminaires and parts thereof for a period of one year from the date of project completion. The warranty for the luminaires shall be no less than five (5) years.
4. Manage deliveries and staging of material to site including any secured storage considerations.
5. Prepare and manage appropriate waste disposal facility and facilitate proper disposal of waste material including old luminaires.
6. The Contractor shall test and commission all LED lights outlined in the plans to ensure that they work as per the performance specifications.
7. The contractor will be responsible cleaning of all lenses where applicable.
8. All work shall be performed under written contract, which shall be in a form provided by and acceptable to the Authority.
9. Upon specification approval, the Lighting Contractor shall submit an installation timeline to the Project Manager. The Lighting Contractor shall provide written weekly updates on job status and schedule revisions.
10. Any changes to the lighting scope during installation shall be treated as a change order at no additional cost and requires the written approval of the Project Manager.

Clean Up

1. Bidder shall keep the area clean and safe during retrofit.



2. Upon completion of work remove and dispose of excess materials, rubbish and foreign material.
3. Leave construction area clean and neat.

Freight

1. Bidders quote to be inclusive of freight and delivery charges.

XIV. 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 Reno Sparks Convention and Visitors Authority's 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 an 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 an 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 an 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 an 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 protestor.

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.