



The Reno-Sparks Convention & Visitors Authority is soliciting a
Bid for
**Reno-Sparks Convention Center Exhibit Halls Interior
Painting
RFP 2023-OP01
PWP-WA-2023-302**

*Released by Amy Pickens, Project Administrator
(Thursday, March 23, 2023)*

The Point of Contact is Amy Pickens, Project Administrator at
(775) 335-8839, or e-mail apickens@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 regarding this Bid is allowed.

SUBMISSION DATE AND TIME: Friday, April 14, 2023, 2:00 PM (PDT)

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 **RFP 2023-OP01, PWP-WA-2023-302**.

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, and the Reno- Sparks Livestock Events Center. The Authority is operating instrumentality in the Washoe County area for promoting conventions, tourism, and outdoor recreation.

This RFP is for Exhibit Hall Painting at the Reno-Sparks Convention Center.

II. SCHEDULE

Request for Proposals Available	Thursday, March 23, 2023
Mandatory Pre-Bid Meeting	Wednesday, April 5, 2023, 10:00AM (PDT)
Written Questions Due (if any)	Monday, April 10, 2023, 3:00PM (PDT)
Written Responses to Questions Issued	Monday, April 10, 2023, 5:00PM (PDT)
Bid Responses Due	Friday, April 14, 2023, 2:00PM (PDT)
Bid Opening Time	Friday, April 14, 2023, 2:10PM (PDT)

A Mandatory Pre-Bid meeting will occur on April 5, 2023, 10:00 AM (PDT), at the Reno-Sparks Convention Center, Administrative Offices, 4590 South Virginia Street, 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 on the letterhead of its company, Bidder establishment, corporation, etc. attached to the original **RFP 2023-OP01, PWP-WA-2023-302** document. Bidder will sign and return the **ENTIRE BID DOCUMENT**, marked as **ORIGINAL**, with two (2) 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
4065 S. Virginia Street, Suite 100
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."

Proposer 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"/>
XIII.	Base Bid Form	26	<input type="checkbox"/>
XIV.	5% Bid Bond	34	<input type="checkbox"/>
A	One Original Hard Copy		<input type="checkbox"/>
B	2 Duplicates		<input type="checkbox"/>
C	One master Flash Drive		<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 lawsuits 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:

Prospective bidders will be required to have a current Contractor's License under the Nevada State Law for the type of work specified herein.

License Number:
License Classification:
Limitation(s) of License:
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 price. 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 HIS/HER 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	
Description of Work	

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 Authority 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 \$100,000. 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 **2023-OP01 PWP-WA-2023-302 Reno-Sparks Convention Center Exhibit Halls Interior Painting** 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 Authority 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 **2023-OP01, PWP-WA-2023-302 Reno-Sparks Convention Center Exhibit Halls Interior Painting** 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, PAYMENT BOND AND BID BOND

All Bonding Companies must have an "A" rating or better with Moody's or A.M. Best Company and be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bond and as Acceptable Reinsuring Companies" as published in circular 570 (as amended) by the audit staff, Bureau of Accounts, U.S. Treasury Department. (In other words, the company is T-listed.)

A. Performance Bond

The Contractor awarded this bid will be required to furnish the Authority with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do business in the State of Nevada and approved by the Authority. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. Such bond shall be forfeited to the Authority in the event that bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract.

B. Payment Bond

The Contractor awarded this bid will be required to furnish the Authority with a payment bond. This may take the form of a bond executed by a surety company authorized to do business in the State of Nevada and approved by the Authority. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. The bond must be solely for the protection of claimants supplying labor or materials to the contractor to whom the contract was awarded, or to any of his subcontractors, in the prosecution of the work provided for in such contract.

C. Bid Bond

A bid deposit in an amount equal to at least 5% of the bid is required as a bid security by the Authority. The bid security may only be in cash, cashier's check, certified check or bid bond. Checks must be made payable to the Reno-Sparks Convention and Visitors Authority. If the bid security is a bond, it shall be executed by a surety insurer authorized to issue surety bonds in the State of Nevada. The bid security must be executed by the bidder and enclosed with the bid proposal in the sealed bid envelope.

XII. 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 regarding 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. 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 04/13, or equivalent, providing coverage on an occurrence form for Bodily Injury, Property Damage, Liquor Liability, Independent Proposers, Personal Injury, Broad Form Property Damage, Broad Form Contractual Liability and Medical Payments. The limits of liability shall not be less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) 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 04/16.



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.

Proposer waives all rights against the Authority, and its agents, beneficiaries, partners, employees, the County of Washoe, and the Authority of Reno any other Indemnitees listed in this this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Proposer's insurer shall endorse CGL policy to waive subrogation against with respect to any loss paid under the policy.

Automobile Liability. Automobile Liability at least as broad as Insurance Services Office Business Auto Coverage Form CA 00 01 04/13, 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 C 01/15, 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 04/84.

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

Blanket Employee Dishonesty Coverage. The Proposer shall maintain crime insurance including coverage for the loss of money, securities, and other property by the Proposer's employees, sub-contractors or other parties with a limit not less than \$1,000,000 per occurrence. Coverage shall be endorsed to include coverage for loss of money, securities and other property in the care, custody or control of Proposer whether in transit or at a permanent or temporary premises.

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. Projects/contracts for construction of a public work valued at less than \$100,000 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: publicworks@labor.nv.gov

Y. Apprenticeship Utilization Act

Senate Bill 207 passed during the 2019 Legislative Session added sections 338.0116 and 338.01165 to the NRS. These new provisions apply to bids for public works where the value exceeds \$100,000.00. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State.

Guidelines may be found at: <https://www.leg.state.nv.us/Session/80th2019/Bills/SB/SB207.pdf>

Z. 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, 4065 South Virginia Street, Suite 100, Reno, Nevada 89502, Attention: Jose Martinez. 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.

AA. 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.

BB. 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.

CC. 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.

DD. 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.

EE. 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.



XIII. BASE BID FORM

Project: 2023-01, **PWP-WA-2023-302**

Project Title: 2023-01 Reno-Sparks Convention Center Exhibit Halls Interior
Painting
Reno, Nevada 89502
Project No. 2023-01

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

Amy Pickens
Telephone No. 775.335.8839
E-mail: apickens@renotahoeusa.com



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 Center RFP2023-OP01

Exhibit Halls Interior Painting
Reno, Nevada 89502
Project No. 2023-01

Including Addenda _____

1. Includes all work described in the specifications with the exception of add alternates #1.
2. Supply and install primer and 2 coats of paint to all interior drywall partitions and brick surfaces for Exhibit Halls 1-5. Surfaces must be cleaned and prepped before painting begins. The colors to be used will be given out at the pre-bid meeting.
3. Supply all labor, material, and equipment to complete your scope of work as outlined.
4. Enforce any precautionary measures required to ensure your work is safe and protected.
5. Provide the proper amount of qualified personnel to manage the scope of work.
6. Include for all scaffolding, motorized lifts, and equipment to perform the scope.
7. Provide any warranties and installation guarantees upon completion of contract.
8. Keep site clean from all garbage and debris caused by the scope of work.

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, 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:

A. **Base Bid:** Complete Exhibit Halls Interior Painting per specifications.

_____ Dollars (\$ _____)



BID FORM

- B. **Add Alternate #1:** All metal doors and frames to be sanded wiped clean of dust and painted.

_____ Dollars (\$_____)



C. 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 Bid and all Alternates.

D. Bid Bond

1. Accompanying this bid is a bid bond as specified in Section **XI**. Instructions to Bidders, payable without condition to the Owner, equaling no less than 5% of the total proposed cost of the work, including the Base Bid and all Alternates. It is agreed that the bid security will be the measure of liquidated damages which the Owner will sustain by failure, neglect, or refusal of Bidder to deliver the signed contract, bonds, and required insurance documentation within ten days after notification of contract award is made by the Owner.

E. 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 for unit price-based change orders; and shall not be applied to hourly rates or pricing to which overhead and profit have been included, or to taxes.
 - 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 (_____%).



- F. Time of Commencement, Completion and Damages
1. Awarded Bidder will work with point of contact on scheduling times to be in the Exhibit Halls, painting and will operate around the current Convention Center show schedule.
 2. Final completion, including delivery of all closeout submittals and warranties, shall be achieved within _____ calendar **days after** achieving substantial completion.
 3. In submitting this bid, the Bidder assures the Owner that availability of labor, material, equipment, services, and other necessary resources are available.

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 90calendar days from the date prescribed for its opening.
- H. If the Owner provides written notice of award to the undersigned within 90 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. If notice of award is issued after 90 calendar days from the bid due date, the Bidder shall have the right to either accept the contract or withdraw their bid, without penalty.

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:

E-mail Address:

Federal Tax ID Number:



1.07 Signature of Authorized Bidder Representative

Signature: _____

Typed Name: _____

Title: _____

Date: _____

-End of Section-



XIV. RENO-SPARKS CONVENTION AND VISITORS AUTHORITY – 5% BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned
_____, as "Principal," and
_____, as "Surety," are
hereby held and firmly bound unto the Reno-Sparks Convention and Visitors Authority,
as "Obligee," in the penal sum of
_____dollars (\$_____) for the payment of which, well and truly to be
made, the Principal and Surety bind themselves, their heirs, executors, and
administrators, successors and assigns, jointly and severally, by this instrument. The
condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to
ensure execution and proper performance of the Contract and the Bonding Company
has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S.
Treasury Department;

AND, WHEREAS, the Principal has submitted a bid for Bid # **2023-OP01, PWP-
WA-2023-302** for the **RENO-SPARKS CONVENTION CENTER Exhibit Halls
Interior Painting**

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee's actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds, then, this obligation shall be null and void. Otherwise, it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated. The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.



IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.

Signed, Sealed and dated: _____

Principal
By: _____

Surety
By: _____



Scope of Work

Interior Painting of Exhibit Halls 1-5

RFP 2023-OP01 PWP-WA-2023-302

Reno-Sparks Convention Center

4590 South Virginia Street

Reno, NV 89502

1. Description of Services

The Reno-Sparks Convention Center has a requirement to repaint the interior of Exhibit Halls 1 through 5. The work shall be done as per the scope of work, specifications and general contract conditions. This project requires an experienced contractor to execute the job.

The contractor shall provide all the labor, materials, tools, equipment, supervision, and other related items required to complete the project.

2. Scope of Work

The general scope of work for repainting the of walls in Exhibit Halls 1 through 5.

Hall 1A 120'x180' Ceiling 34'

Hall 1B 120'x180' Ceiling 34'

Hall 1C 275'x180' Ceiling 34'

Hall 2 480'x 245' Ceiling 34'

Hall 3 200'x300' Ceiling 34'

Hall 4 180'x360' Ceiling 34'

Hall 5 150'x330' Ceiling 34'

- A. Paint shall be procured, supplied and used by the Contractor. **Exact paint color will be given at the Pre-Bid Meeting.** (Off-white paint and a base color of grey shade that will require a clean taped edge)
- B. Material Quality: The Contractor shall provide the manufacturer's best quality trade sale type paint material. Paint material containers not displaying manufacturer's product identification are not acceptable.
- C. Material Delivery: The contractor shall deliver materials to the job site in manufacturer's original, unopened packages and the containers shall bear the manufacturer's name and label with trade name and manufacturer's instructions.
- D. The Contractor shall clean and prepare surfaces to be painted following the manufacturer's instructions before applying paint or surface treatments. This preparation includes, but is not limited to, removal of dust and debris to ensure good adhesion. The Contractor shall schedule cleaning and painting so dust and other contaminants will not fall on wet, newly painted surfaces. Contractor may be requested to remove all existing coats of paint and sealers if prior paint application is showing signs of improper adhesion, such as chipping and peeling.
- E. Application: The Contractor shall apply paint following the manufacturer's directions. Use of applicators and techniques best suited for substrate and type of material being applied. Do not paint over dirt, grease, moisture, or conditions detrimental to the formation of a durable paint film.
 1. Sand walls as required for uniform smooth finish.
 2. Minimum 1 coat of primer and minimum of 2 coats of paint.
 3. There shall be no bleed through of paint base color after final coat.



- F. Environment: The Contractor shall insure that all refuse shall be disposed of, and on-site dumpsters are not to be used.
1. The Contractor shall insure that all work areas are kept clean and safe.
 2. The Contractor will use all safety equipment etc. as required to avoid an accident.
 3. The Contractor is responsible for daily removal of debris caused by its' scope of work.
 4. The Contractor shall take all precautions to protect all surfaces from the need to be replaced. Negligence shall be the responsibility of the Contractor to repair.
 5. MSDS shall be provided and posted in a binder at worksite.
- G. Warranty: The Contractor shall guarantee that all work performed will be free from all defects in workmanship and materials and that all installation will provide the capacities and characteristics specified. The Contractor further guarantees that if, during a period of one year from the date of the certificate of completion and acceptance of the work, any workmanship defects will be repaired by the contractor at the contractor's expense.