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1. NOTICE TO CONTRACTORS

The agreement to work under this Bid shall obligate the Contractor and Subcontractors not to discriminate in employment practices pursuant to NRS 338.125. Further, in the event the contract sum is \$100,000.00 or more, the Contractor must pay the prevailing wage rates pursuant to NRS Chapter 338, copies of which may be obtained from the office of the Nevada State Labor Commissioner or Washoe County Public Works Department.

2. SCOPE AND INTENT

The Reno-Sparks Convention and Visitors Authority (RSCVA) is currently accepting sealed Bids from qualified firm(s) for the **Graphic Wall Lighting Project** at the Reno-Sparks Convention Center (RSCC) 4590 South Virginia Street, Reno, NV 89502.

Bids and (if applicable) Affidavit of Preferential Bidder Status will be received and time stamped up to 2:00 p.m. on Wednesday, February 18, 2009. Bids shall be publicly opened and recorded on the same day at 2:10 p.m. in the RSCVA Finance office. Bids received after the day and hour as stated above will not receive consideration. Bids must be submitted on the Forms included in the Bid document. The RSCVA will award the services and products to be provided from the lowest responsive and responsible contractor that meets all of the specifications and criteria set forth in this Bid and are most advantageous to the RSCVA. In all instances, the decision made by the Board of Directors of the Reno-Sparks Convention & Visitors Authority will be final.

It is anticipated that this contract will be awarded at the RSCVA Board of Directors meeting on Thursday, March 26, 2009.

3. BID SCHEDULE, RECEIPT AND OPENING TIME

- January 14, 2009 - Release of BID to firms.
- January 27, 2009 - **MANDATORY PRE-BID MEETING 9:00 a.m.
4590 South Virginia Street, Reno, NV 89502**
- February 18, 2009 - Submission of BID (2:00 p.m. Opening 2:10 p.m.)
**Finance Department
4001 S. Virginia Street, Suite G, Reno, NV 89502**
- March 26, 2009* - Recommendation to RSCVA Board of Directors

*RSCVA reserves the right to change dates of the RSCVA Finance and Board of Director meetings, therefore possibly affecting the above schedule.

- 3.1 It is **mandatory** that Bids be *signed by a duly authorized representative of the firm*, and be received and time-stamped in the Reno-Sparks Convention & Visitors Authority Accounting Office **4001 S. Virginia Suite G Reno, NV 89502** no later than **2:00 p.m. Wednesday, February 18, 2009**
- 3.2 Late Bids will be disqualified from consideration.
- 3.3 Sealed Bids will be opened in the Reno-Sparks Convention & Visitors Authority Accounting Office at **(2:10 p.m. Wednesday, February 18, 2009)**

Location of the RSCVA Finance Office is outlined in Section 5 Submission of BID.

4. PREPARATION OF BID

The BID form, including (if applicable) Affidavit of Preferential Bidder Status will be received and time stamped up to 2:00 p.m. Wednesday, February 18, 2009 in the Reno-Sparks Convention and Visitors Authority Accounting Office and read aloud by the RSCVA on the same day at 2:10 p.m. Bidder will examine all, specifications, attachments, special instructions, and terms and conditions of the Bid. Failure to do so will be at the respondent's risk.

- 4.1 Any irregularities or lack of clarity in the BID should be brought to the attention of the Point of Contact for correction or clarification.
- 4.2 Any amendment issued will forthwith become an integral part of the BID. Respondent is required to acknowledge receipt of same by signing and returning the amendment with the original BID document.
 - 4.2.1 No amendment will be issued later than (2) calendar days prior to the date for receipt of Bids, except an Addendum, which extends the date for receipt on the BID form.
- 4.3 Respondent will furnish the required information typed or written in ink.
- 4.4 The person signing the BID must initial erasures or other changes in ink.
- 4.5 In the space provided, a duly authorized representative of the Respondent will sign the Bid document.
- 4.6 Respondent will proofread his BID carefully for errors.
- 4.7 Shipping of all items will be F.O.B. Destination at the Reno-Sparks Convention Center (4590 South Virginia St. Reno, NV 89502). All handling charges must be included in the Bid price.
- 4.8 In the event of a difference between written words and figures, the amount stated in written words will govern.
- 4.9 In the event of a difference between unit price and extended price, the unit price will govern.
- 4.10 All costs of preparing & submitting this Bid including shipping is the responsibility of the responding firm.
- 4.11 Respondent shall not delete, modify or supplement the printed matter on the BID document. Material changes will be grounds for disqualification of BID.
- 4.12 Bid all requested Alternates. If no change in the Base Bid is required, enter "No Change" on the Alternate section.
- 4.13 Each copy of the bid shall include the legal name of the Bidder, Contractor's license number, the identifying number from the Labor Commissioner set forth herein, and a Statement that the Firm is sole proprietor, a partnership, a corporation, a joint venture, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Firm to the Contract.

- 4.14 Names of each subcontractor who will provide labor or a portion of the Work or improvement to the Firm and a description of the portion of the work or improvement, which each subcontractor named in the BID, will complete and the number of license issued to the subcontractor pursuant to Chapter 624 of NRS. This information shall be submitted with Base Bid of the BID Form.
- 4.15 Affidavit of Preferential Bidder Status shall accompany the Base Bid form pursuant to the provisions stated in NRS 338.147.

5. SUBMISSION OF BID

Respondent will submit any additional information on the letterhead of its company, firm establishment, corporation, etc. attached to original BID document. Respondent will sign and return the ENTIRE BID DOCUMENT marked as **ORIGINAL**, with five (5) duplicate copies.

- 5.1 Bids and addenda thereto will be enclosed in a sealed envelope addressed to:
Reno-Sparks Convention & Visitors Authority
Finance Department
P.O. Box 837
Reno, NV 89504-0837

Or delivered to:

Reno-Sparks Convention & Visitors Authority
Finance Department
4001 S. Virginia St.
Suite G
Reno, NV 89502.

BID envelope must indicate name and address of firm, BID number, and opening date.

- 5.2 In order for a BID to be considered it will be mandatory that the BID document be received and time-stamped in the Reno-Sparks Convention & Visitors Authority Finance department no later than the receiving time specified in the BID document. (Section 4)
- 5.3 The Reno-Sparks Convention & Visitors Authority assumes no responsibility for errant delivery of a BID; including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.
- 5.4 The Reno-Sparks Convention & Visitors Authority will not be responsible for the premature opening of a BID, which is not properly addressed or identified.
- 5.5 A BID submitted by telephone, telegraphic notice, facsimile, or e-mail will not be accepted.

6. LATE SUBMISSIONS

Any BID, BID modification or request to withdraw a BID which is received after the deadlines set forth herein will not be considered. RSCVA is not responsible for lost or errant Bids, including those delegated to a courier services.

- 6.1 RESPONDENTS PLEASE NOTE THAT THE RECEIVING TIME IS DIFFERENT FROM THE OPENING TIME.

7. WITHDRAWAL OF BID

A respondent may withdraw their Bid by submitting a written request before the opening time. RSCVA will return the BID unopened after all other Bids have been opened.

- 7.1 A request for the withdrawal of a BID received after the scheduled BID opening will not be considered.

8. AWARD OF BID

An Award of the Contract will be made to the Contractor who submits the best Bid. The best Bid shall be the Bid, which is the lowest responsive and responsible Bid as determined by the RSCVA in compliance with the BID documents and, which in the RSCVA's sole judgment best meets the RSCVA's needs. Any contractor who has submitted a valid Affidavit of Preferential Bidder Status shall be deemed to have submitted a better Bid than a competing contractor who has not submitted a valid Affidavit of Preferential Bidder Status if the amount of his Bid is not more than 5 percent higher than the amount proposed by the competing contractor. In all instances, **the decision made by the Board of Directors of the Reno-Sparks Convention & Visitors Authority will be final.**

- 8.1 The Reno-Sparks Convention & Visitors Authority reserves the right to reject any or all Bids, and to waive any informalities or irregularities.
- 8.2 The RSCVA reserves the rights to alter, amend, or modify any provisions of the BID, or to withdraw this BID, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the RSCVA to do so. The RSCVA reserves the right to reject any and all Bids, and to determine the validity of any Bid not prepared or submitted in accordance with these instructions. The RSCVA reserves the right to award a contract to the Bidder who has in the judgment of the RSCVA, submitted the best Bid in accordance with the provisions stated in Section 8.
- 8.3 The Reno-Sparks Convention & Visitors Authority reserves the right to hold Bids for a period of **ninety (90) days** from the date of opening before awarding or rejecting said Bids.
- 8.4 Severability exists with regard to acceptance or rejection of any item, group of items, or section unless firm has stipulated specific limitations.
- 8.5 A registered letter of award will be sent to notify all respondents.
- 8.6 The Notification of Award will be the successful firm's authorization to secure and prepare items for delivery as specified.

9. PERFORMANCE BOND:

Contractor's Bond Requirements:

- 9.1 The RSCVA 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. Bonds may be secured through the Bidder's usual sources.

- 9.2 The successful Contractor shall deliver the required bonds to the RSCVA not later than three days following the date the agreement is entered into, or if the Work is to be commenced prior hereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the RSCVA that such bonds will be furnished.

10. PROTESTS:

- 10.1 **Pre-bid Protests:** Any protest based upon restrictive specifications or alleged improprieties, which are apparent prior to proposed opening including without limitation these protest procedures shall be submitted to the RSCVA and must be received by the RSCVA not later than Wednesday, February 11, 2009. Five (5) copies of any pre-bid protests must be delivered to Reno-Sparks Convention & Visitors Authority, 4001 South Virginia Street, Suite G Reno, Nevada 89502, and Attention: Mr. Brian Rivers, RSCVA Accounting Manager. 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-bid protests will be resolved by the RSCVA prior to the bid opening. The RSCVA will issue a written decision specifying the grounds for granting or denying the pre-bid protest. If a protest is granted, the proposed opening date may be postponed and an Addendum issued to the Contract Documents or, at the sole discretions of the RSCVA, the Advertisement for Bids may be canceled. If the protest is denied, Bids will be received and opened on the scheduled opening date in the same manner as if no protest had been filed.
- 10.2 Protest of Award: All respondents shall be notified of the recommended award by certified mail addressed to the respondent at the address contained in the BID document or by facsimile to the number contained in the BID document. A bidder may protest such recommended award on any legitimated ground, except for those grounds set forth in section 11.1 below. All protests must be made in writing and shall specify in detail the grounds for the protest and the facts and law supporting the protest. Appellant or person filing a written appeal must post a bond with good and solvent surety authorized to do business in the State of Nevada or submit other security, in a form approved by the RSCVA, who shall hold the bond or other security until a determination is made on the appeal. Bond posted or other security submitted with a notice of appeal must be in an amount equal to 25 percent of the total value of the successful Bid submitted. Protests must be delivered to and received by Reno-Sparks Convention & Visitors Authority, 4001 South Virginia Street, Suite G, Reno, Nevada 89502, and Attention: Mr. Brian Rivers, RSCVA Accounting Manager, no later than three (3) calendar days following receipt of notification by the respondent of the recommended award. RSCVA will issue a written decision specifying the grounds for granting or denying the protest, and a copy of the written decision shall be mailed, faxed or hand delivered to the protestor prior to issuing the Notice of Award. All decisions by the RSCVA on any protest shall be final.
- 10.2.1 If the RSCVA upholds the appeal and the award is cancelled, the bond posted or other security submitted with the notice of appeal must be returned to the bidder or persons who posted the bond or submitted the security. If the appeal is rejected and the award is upheld, a claim may be made against the bond or other security by the RSCVA equal to the expenses incurred and other monetary losses suffered by the RSCVA because of the unsuccessful appeal.

11. QUESTIONS/CLARIFICATIONS

Questions regarding the Bid will be directed to Brian Rivers, Accounting Manager (775) 827-7626.

11.1 If any questions or responses require revision to this solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person for technical information, respondents are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the solicitation will not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Finance Department. For determination as to whether any representation made requires that an amendment be issued, please contact the Point of Contact.

12. MINIMUM REQUIREMENTS

Minimum requirements are specified on the proposal. In any instance where a specific manufacture, brand or type is designated, no substitutions will be accepted.

13. WARRANTIES

13.1 Respondent must list all manufacture and/or limited warranties for the products, materials and labor submitted. Copies of said warranties must accompany the documentation for the equipment along with this BID document.

14. OPEN MEETING LAW

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

15. INDEMNIFICATION

The respondent hereby agrees to indemnify and to save and hold harmless the Reno-Sparks Convention and Visitors 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 firm's operations.

16. REFERENCES

Responding firm will complete the section titled "References" using three (3) verifiable references, contact person and telephone number.

REFERENCES (Must be verifiable)

Company Name: _____ **Contact:** _____ .

Address: _____ **Phone:** _____ **Fax:** _____ .

Company Name: _____ **Contact:** _____ .

Address: _____ **Phone:** _____ **Fax:** _____ .

Company Name: _____ **Contact:** _____ .

Address: _____ **Phone:** _____ **Fax:** _____ .

INSURANCE REQUIREMENT: To be issued upon Notification of Award

Agent _____ **Telephone#:** _____ .

BUSINESS LICENSE JURISDICTION, AND EXPIRATION DATE:

License _____ **Jurisdiction** _____ **Expires** _____ .

License _____ **Jurisdiction** _____ **Expires** _____ .

License _____ **Jurisdiction** _____ **Expires** _____ .

MINORITY STATUS: Has this firm been certified as a minority, women-owned or disadvantaged business?
Enterprise by any governmental agency? Yes___ No___. If yes, please specify government agency:

_____ Date of certification:

The above is for information only. Reno-Sparks Convention and Visitors Authority encourages minority, women-owned or disadvantaged business enterprise participation, however no preferences will be given.

Respondent Name _____
Address _____
City/State/Zip _____
Telephone _____
Terms: % Days (Net 30)
Respondent's Federal Tax I.D. # _____

In compliance with this "RFP" and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish any and all goods or services described herein at the prices, terms and delivery stated.

Signed: _____
Dated: _____
Print Title: _____

Does your organization accept payment via
ACH/Direct Deposit?

Yes _____ No _____

Does your organization accept credit card payment?

Yes _____ No _____

BID 2009-01
BASE BID FORM

Public Works Project Identification Number: WA-2009-61

TO: RENO-SPARKS CONVENTION & VISITORS AUTHORITY
Finance Department
4001 S. Virginia Street Suite G
Reno, NV 89502

Project: Graphic Wall Lighting Project

_____ hereby submits the
(Name of Firm)
following lump sum Bid.

BASE BID

Pursuant to and in compliance with the Bid, Instructions, and 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.

In submitting this Base Bid, the undersigned 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 lump sum price of:

Dollars (\$ _____)
Which sum is hereby designated as the Base Bid.

ADDITION #1

Lump sum price _____

Dollars (\$ _____)

ADDITION #2

Lump sum price _____

Dollars (\$ _____)

Initials of Firm's Representative

SUBCONTRACTORS

The following list shall include the proper firm name and business address of each affected Subcontractor. The Undersigned acknowledges no change to the subcontractors listed can be made without first receiving prior written approval from the RSCVA.

Undersigned also acknowledges that the RSCVA reserves the right to disqualify any proposed subcontractor with whom they have reasonable objection. It is further understood, that in the event any subcontractor listed is disqualified by the RSCVA, then the Undersigned may, at their discretion, withdraw their Bid or submit an acceptable substitute subcontractor with an adjustment in their bid price, if any, to cover the difference in cost occasioned by such substitution. The RSCVA may at their discretion, accept the adjusted bid price, or may disqualify the Firm responding.

For portions of the work listed below, Undersigned proposes the following firms as subcontractors who will provide materials, labor or a portion of the Work to the Firm responding for which he will be paid an amount exceeding five (5) percent of the total Base Bid amount. Firm responding shall not list more than one subcontractor for each portion of the work, unless subcontractors vary with bid alternates, in which case bidder must indicate which subcontractor will be used with which alternate.

<u>Description of Work</u>	<u>Subcontractor</u>	<u>License No.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(NOTE: ATTACH ADDITIONAL SHEET AS REQUIRED)

Initials of Firm's Representative

ATTACHMENT A

REQUIRED SPECIFICATIONS
ADDITIONAL TO DRAWING SPECIFICATIONS

1. The lighting project includes the removal of the existing EC 1 lighting equipment, located on the Graphic Wall at the Reno-Sparks Convention Center (RSCC), and a base bid with two (2) additional alternates for the installation of new Color Kinetics ColorBlast 12 fixtures. The additional alternates to the base bid are detailed in sections 6 and 7 below. The project also requires the addition of structural supports and light trays, in two (2) locations on the south end of the Graphic wall.
2. If an equivalent LED lighting system is to be proposed, the system will have to go through an approval procedure, which would include a full and successful demonstration of its performance.
3. Owner reserves the salvage rights on equipment removed during demolition of existing fixtures and parts. Contractor will coordinate with RSCC project manager before disposing of any removed equipment and parts.
4. The Contractor is to supply the manufacturer(s) recommended interface equipment to interface the current Leviton Lighting Control system to the new ColorBlast system. The ColorBlast System shall be programmed to interface with and be controlled via the current Leviton building lighting control system computer.
 - 4.1. All lens configurations will be dictated by the lighting designer. Hardware types are ColorBlast 12 Powercore or equivalent and Data Enabler DMX 120v with Cat 5 control connections or equivalent. The IPlayer 3 controller and software along with ten (10) - "Q" Transformers 277v to 120v which are specified on the drawings. If an equivalent is chosen it must be approved by the owner.
 - 4.2. All hardware shall include a Manufacturer warrantee of two (2) years and a guarantee of ten (10) years for full parts and replacement equipment availability.
 - 4.3. The IPlayer3 controller will be controlled by the owner's Leviton Lighting System.
5. **BASE BID:** Directly replace, with one color spots, the existing EC1 fixtures with FSM400M/MT/PSC LP using the existing circuiting and voltage.
 - 5.1. No structural modifications required.
 - 5.2. New mounting hardware as necessary should be included in the base bid.
 - 5.3. Design is the responsibility of the successful bidder.
6. **ADDITION #1:** This addition specifies the installation of five (5) ColorBlast fixtures per section with the capabilities to add two (2) additional fixtures per section in the future including structural additions discussed in #9 below.
7. **ADDITION #2:** This addition specifies seven (7) ColorBlast fixtures per section for a total of 138 fixtures for the Graphic Wall including structural additions discussed in #9 below. Wiring and mounting structures for the additional fixtures shall be included in the number for **Addition #2**.
8. Bid will include all parts and labor to complete the installation of the required lighting and associated building materials for a professional finished installation.

9. Light Trays will be made with 16 gauge galvanized steel and mechanically fastened to new structural beam. Design of light trays shall be per plan drawings.
10. All fixture mounts shall have the ability to move back and forth and right to left by several feet.
11. All rewiring and installation will be done in accordance to the 2005 National Electric Code (NEC).
12. All coordination of work will be based on events at the RSCC.
13. All unforeseen damage that arises from the lighting project will be the responsibility of the Contractor. This includes, but not limited too, any broken or burnt wiring, broken fixtures, broken mounts or unistrut, cabling, or any out of code issues.
14. All lift equipment will be supplied by the Contractor. The Contractor will supply all necessary Personal Protective Equipment for laborers during the entire project.
15. During the project the Contractor is responsible in ensuring all work areas are safe and will be cleaned daily.
16. All bids will include all shipping and if needed, proper disposal of old lamps, ballasts and parts removed.
17. This project requires a very high level of coordination and cooperation with owner, Architect, Engineer, Designer, other trades, vendors, and specialty contractors and will include some non-standard work hours after complete sunset for alignment and focus of the fixtures. The contractor shall obtain and study shop drawings of all structural-connected equipment and shall adjust points of connection, locations and mounting heights prior to rough-in.
18. Contractor shall provide all labor materials, equipment, tools, accessories, etc., necessary to accomplish a complete structural system in accordance with the drawings, specifications, and general notes. This shall also include all welding and equipment hook-up that is shown on the electrical drawings but may not necessarily be shown on the structural drawings.
19. Contractor is responsible to pull all permits, on behalf of owner, and the owner will pay for all building and working permits, along with any inspection fees required for this project. **Permit fees are in addition to the base bid.**
20. Provide two (2) copies of record drawings and an electronic CAD (dwg) version to the owner. Drawings shall include all addendum items, change orders, alternations, rerouting, etc.
21. Any conflicts between drawings and RFP, assume the most stringent one applies and verify with owner, engineer or designer.

Notice to proceed, Time of completion:

1. Once the notice to proceed has been awarded to the Contractor, the Contractor has 120 working days to complete the project. This does not include National Holidays and weekends. The RSCC Project Manager shall work with the Contractor to provide a schedule of events and identify potential and mandatory work stoppage days (schedule subject to change based upon event bookings and discussed and meetings in #3 below). Events scheduled in the work area that cause a complete job shutdown are not charged as work days.
2. Should the Contractor fail or refuse to complete any of the work within the stipulated timeframes, including any authorized extensions of time, there shall be deducted from the monies due, not as a penalty, but as a liquidated damages, the sum of Five Hundred Dollars (\$500.00) for each day required to complete the work in addition to the period of time herein before set forth.
3. Contractor shall schedule weekly progress meeting with the RSCC Project Manager.