

**RFP FOR**  
**800 MHz BI-DIRECTIONAL AMPLIFIER**

**RFP #13/14-024**

**SUBMITTALS DUE NOT LATER THAN: 4:00 PM ON MAY 13, 2014**



431 PRATER WAY  
P.O. BOX 857  
SPARKS, NV 89432-0857

Company Name: \_\_\_\_\_

**CITY OF SPARKS  
NOTICE TO PROPOSERS  
800 MHz BI-DIRECTIONAL AMPLIFIER  
RFP #13/14-024**

NOTICE IS HEREBY GIVEN that the City of Sparks, Nevada, will receive written sealed proposals only, for the project listed above. Said proposals must be in the hands of the Contracts and Risk Manager at 431 Prater Way, Sparks, Nevada, **NO LATER THAN 4:00 PM ON MAY 13, 2014**. Proposals postmarked prior to, but not received until after this deadline will not be accepted. Vendor submittals may not be sent to the City of Sparks via the Internet/e-mail and will not be entertained for award by the City of Sparks. The right is reserved to reject any Proposal or to accept the Proposal which is deemed by the City of Sparks to be in the best interest of the City of Sparks. The City of Sparks reserves the right to waive any irregularities and/or informalities in the proposal process.

All Proposals are to be marked clearly on the outside “RFP Number **13/14-024**, for **800 MHz BI-DIRECTIONAL AMPLIFIER**.”

**PROJECT DESCRIPTION:** It is the desire of Sparks to engage the services of an equipment vendor to engineer and implement one or more bi-directional amplifiers to enhance radio coverage for the 800 MHz Washoe County Regional Communication System (WCRCS) for use inside the JA Nugget Resort and Casino (Nugget) on behalf of the City of Sparks (City).

**PLEASE NOTE: Funding has not yet been identified for this project. There is no guarantee that a contract will be the final result of this RFP process. Once funding is determined (if at all), the final contract may be awarded by either the City of Sparks, Washoe County, the Nugget or a combination of any of the above.**

**PRE-PROPOSAL MEETING:** A **NON-MANDATORY** pre-proposal meeting will be held at 1:30PM on May 1, 2014. Interested proposers should meet at the entrance of the Nugget at the corner of Victorian Avenue and (east) Victorian Plaza Circle, Sparks, NV 89431. A job “walk-through” will be provided as a part of this meeting.

The work to be performed under this Contract shall be commenced by the successful firm(s) after all executed Contract documents have been submitted for each unique scope of work, and after being notified to proceed by the City of Sparks.

RFP documents and specifications may be obtained from the City of Sparks website. Please visit <http://www.cityofsparks.us/bids> to obtain complete bid documents. There is no cost to use the system or obtain documents, but registration at the site is required. It is the responsibility of all potential bidders/responders to monitor the Purchasing Division’s website for any changing information prior to submitting their bid/proposal. The City of Sparks will not be responsible for the timeliness or completeness of information provided by any 3<sup>rd</sup> party bid listing or re-selling service. For further information, contact the Purchasing Division at [dmarran@cityofsparks.us](mailto:dmarran@cityofsparks.us) or at (775) 353-2273. The individual responsible for coordinating this bid is: Dan Marran, CPPO, C.P.M. – Contracts and Risk Manager

Reno Gazette Journal Legal Notices Section  
Publish Date: April 16, 2014  
Proof of publication required

## Proposer's Checklist

Firms are instructed to complete and return the following forms in order for their proposals to be complete. Failure to return the following items may result in your proposal being declared “non-responsive.”

1. \_\_\_\_\_ Proposer Information Sheets
2. \_\_\_\_\_ Acknowledgement and Execution Form
3. \_\_\_\_\_ Certification Regarding Debarment
4. \_\_\_\_\_ RFP Submittals as Detailed in the Special Conditions (1 hard copy, signed original and 1 electronic copy (PDF Format on disc or thumb drive) for each service submitted)
5. \_\_\_\_\_ This Checklist

Firm Name: \_\_\_\_\_

## Proposer Information

### COMPANY INFORMATION:

Company Name:
Contact Name:
Address:
City:
State / Zip Code:
Telephone Number including area code:
Fax Number including area code:
E-mail:

### COMPANY BACKGROUND

- 1) Has your company ever failed to complete any contracts awarded to it? No\_\_\_ Yes\_\_\_ (If yes, please provide details.)
  
- 2) 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.)
  
- 3) 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.)
  
- 4) Does your company now employ any officers or principals who were with another firm when that company failed to complete a contract within the last five years? No\_\_\_ Yes\_\_\_ (If yes, please provide details.)
  
- 5) 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.)
  
- 6) Has your company been found non-responsible on a government bid within the last five years? No\_\_\_ Yes\_\_\_ (If yes, please provide details.)

## Proposer Information

### PROFESSIONAL LICENSE INFORMATION:

Licensing Body:
License Number:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:

**BUSINESS LICENSING INFORMATION** All vendors doing business within the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to commencement of work (Sparks Municipal Code Section 5.08.020A). Vendor(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already hold one.

City of Sparks Business License Number:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:
Taxpayer Identification Number:

## Proposer Information

### DISCLOSURE OF PRINCIPALS:

**a) Individual and/or Partnership:**

Owner 1) Name:
Address:
City, State, Zip Code:
Telephone Number:
Owner 2) Name:
Address:
City, State, Zip Code:
Telephone Number:
Other 1) Title:
Name
Other 2) Title:
Name:

**b) Corporation:**

State in which Company is Incorporated:
Date Incorporated:
Name of Corporation:
Address
City, State, Zip Code:
Telephone Number:
President's Name:
Vice-President's Name:
Other 1) Name:
Title:

**CITY OF SPARKS ACKNOWLEDGMENT AND EXECUTION:**

STATE OF \_\_\_\_\_ )  
 ) SS  
County of \_\_\_\_\_ )

\_\_\_\_\_ (Name of Principal) being first duly sworn, deposes and says: That he/she is the Proposer, or authorized agent of the Proposer 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 proposal is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City of Sparks (Owner) and to do and perform all work for the **800 MHz BI-DIRECTIONAL AMPLIFIER**, Proposal # **13/14-024**, 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.

**TO THE CONTRACTS AND RISK MANAGER OF THE CITY OF SPARKS:**

The undersigned, as Proposer, declares that the only persons or parties interested in this proposal, as principals, are those named herein, the Proposer is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal: 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 City of Sparks 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.

(Printed Name of Contractor/Proposer)

Contractor/Proposer:

BY:

Firm:

Address:

City:

State / Zip Code:

Telephone Number:

Fax Number:

E-mail Address:

(Signature of Principal)

Signature:

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

State of Nevada )

) SS.

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2014, before me,

\_\_\_\_\_/Notary Public, personally appeared \_\_\_\_\_ Personally known to me (or proved

to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she) executed it. WITNESS my hand and official seal.

Notary's Signature:

My commission Expires:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

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

The prospective Proposer, \_\_\_\_\_ certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) 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;
- (c) 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
- (d) 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.

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

I am unable to certify to the above statement. My explanation is attached.

Signature \_\_\_\_\_ Date \_\_\_\_\_



# **GENERAL CONDITIONS**

## General Conditions



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### GENERAL CONDITIONS

*Please Read Carefully*

*These Provisions Are a Part of Your Bid and any Contract Awarded*

**Scope of Bid/Proposal:** Bids/Proposals are hereby requested for **800MHz BI-DIRECTIONAL AMPLIFIER**, as per specifications herein.

**The bidder agrees that:**

- A. 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
- B. Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with the City of Sparks specifications for the prices quoted.

**Note:** Bidder is defined as any individual, partnership, or corporation submitting a bid, proposal, or quotation in response to a request for bid (RFB), request for proposal (RFP), request for information (RFI) or request for quotation (RFQ). A bidder may also be referred to as a bidder, contractor, supplier or vendor.

The use of the title "Bidder," "Vendor", "Contractor" or "Consultant" within this solicitation document and any resulting contract shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is soliciting and/or contracting for the service or product referenced within the bid document.

**1. Prices:**

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent to the error. Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit prices. Bidders are encouraged to review all prices prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

**2. Firm Prices:**

Prices on bid shall be firm prices not subject to escalation unless otherwise provided for in the specifications. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, the City of Sparks shall receive the benefit of such decline.

**3. 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".

**4. Brand Names:**

Whenever reference to a specific brand name is made by the City, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the vendor; they are guidelines to minimum qualifications. The bidder shall indicate their compliance or non-compliance for each line of the specification. Any deviations from the specifications or where submitted literature does not fully support the meaning of the specifications must be clearly cited in writing by the bidder.

## General Conditions



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An equivalent (“or equal”) may be offered by the bidder, subject to evaluation and acceptance by the City. It is the bidder’s responsibility to provide, at bidder’s expense, samples, test data, or other documentation the City may require to fully evaluate and determine acceptability of an offered substitute. The City reserves the sole right to reject a substituted component that will not meet or exceed City standards.

**5. Samples:**

Samples may be required for bid evaluation and testing purposes. Bidders shall agree to provide samples upon request and at no additional cost to the City.

**6. Withdrawal of Bids:**

Bids may be withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bid. A bid 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.

**7. 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.

**8. Mistake in Bid:**

- (a) If the bidder discovers a mistake in bid prior to the hour and date specified for receipt of bid, bidder may correct the mistake by withdrawing the bid in accordance with Item 7 above and resubmit prior to the stated bid deadline.
- (b) If within seventy-two hours of the bid closing and prior to the issuance of a purchase order or a contract, the apparent low bidder discovers a mistake in bid of a serious and significant nature, bidder may request consideration be given to withdrawing the bid. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for withdrawal of bids. The decision of the Purchasing Manager is final as regards acceptance or rejection of requests for withdrawal after closing of bids.
- (c) A mistake in bid cannot be considered once a purchase order or contract is issued.

**9. Signature:**

All bids shall be signed and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

**10. 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.

**11. 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.

**12. Quality:**

Unless otherwise required in the specifications, all goods furnished shall be new and unused.



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**13. 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 contract 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 City in the bid. Disclosure may not disqualify the bidder. The City reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require bidder to furnish the City with a surety bond executed by a surety company authorized to do business in the State of Nevada and approved by The City of Sparks in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by bidder of the contract in the event the bid is awarded to bidder, notwithstanding the litigation or arbitration.

**14. Royalties, Licenses and Patents:**

Unless otherwise specified, the bidder shall pay all royalties, license and patent fees. The bidder warrants that the materials to be supplied do not infringe any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the bidder or those furnishing material to bidder pursuant to this contract.

**15. Performance Standards:**

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction and full discretion of the City.

**16. Americans with Disabilities Act (ADA) Standards:**

Bidders shall be required to comply with current ADA Standards in preparing their bids and executing work required under any contract resulting from this bid. Completed work must comply with current ADA Standards.

**17. Warranties:**

(a) Unless otherwise specified, all workmanship, material, labor or equipment provided under the contract shall be warranted by bidder and/or manufacturer for a minimum of twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by bidder on the bid proposal as an exception.

(b) Bidder shall be considered primarily responsible to the City for all warranty service, parts and labor applicable to the goods or equipment provided by bidder under this bid or award, irrespective of whether bidder is an agent, broker, fabricator or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. If required and defined within the Scope of Work, the Bidder will post a performance bond after contract award to guarantee performance of these obligations. Bidder may establish a service contract with a local agency satisfactory to City to meet this obligation if bidder does not ordinarily provide warranty service.

**18. 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

## General Conditions



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.

### **19. Specifications to Prevail:**

The detailed requirements of the Specifications, Scope of Work or Special Conditions shall supersede any conflicting reference in these General Conditions or the stated language on the City of Sparks Standard Purchase Order that are in conflict therewith.

### **20. Taxes:**

The City is exempt from State, City and County Sales Taxes per NRS 372.325. The City will furnish Exemption Certificates for Federal Excise Tax when applicable.

### **21. 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 \$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. Further information concerning Prevailing Wage rates can be found at:

<http://www.laborcommissioner.com/pwpw.html>

Federal “Davis Bacon” wages may be applicable if the funding for the project includes Federal funds. These requirements are detailed in the “Special Conditions – Federal Requirements” section that will be included in this bid document when such conditions apply.

### **22. Conflict of Interest:**

No City employee or elected or appointed member of City government, or member of the employee’s immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

- (a) 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.
- (b) 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. In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Manager. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.

### **23. Disqualification of Bidder:**

Any one or more of the following may be considered as sufficient for the disqualification of a prospective Bidder and the rejection of the Bid:

- (a) The Bidder is not responsive or responsible.
- (b) The quality of services, materials, equipment or labor offered does not conform to the approved plans and specifications.
- (c) There is evidence of collusion among prospective Bidders (Participants in such collusion will receive no recognition as Bidders).

## General Conditions



- (d) The Bidder lacks the correct contractor's license classification required for the defined scope of work.
- (e) Lack of competency, understanding of the scope of work, adequate machinery, plant and/or equipment as revealed in routine due diligence associated with bid evaluation.
- (f) Unsatisfactory performance record as shown by past work for the City of Sparks, judged from the standpoint of workmanship, progress, and quality of services/goods provided.
- (g) Uncompleted work which, in the judgment of the City of Sparks, might hinder or prevent the prompt completion of additional work, if awarded.
- (h) Failure to pay or satisfactorily settle all bills due for labor and/or material on any contract(s).
- (i) Failure to comply with any requirements of the City of Sparks.
- (j) Failure to list, as required, all subcontractors who will be employed by the Bidder.
- (k) Any other reason determined, in good faith, to be in the best interest of the City of Sparks.

### 24. Gratuities:

The City may rescind the right of the bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, cash or otherwise are offered or given by the bidder, or any agent or representative of the bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

### 25. Bidder's Security (This Section IS IS NOT Applicable to this bid):

A bid deposit in an amount equal to at least 5% of the bid may be required as a bid security by the City. The bid security may only be in cash, a cashier's or certified check made payable to the City of Sparks, or a bid bond. 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. 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.) The bid security must be executed by the bidder and enclosed with the bid proposal in the sealed bid envelope.

### 26. Performance and Payment Bonds:

Per NRS 339.025, before any contract, except one subject to the provisions of chapter 408 of NRS, exceeding \$100,000 for any project for the new construction, repair or reconstruction of any public building or other public work or public improvement of any contracting body is awarded to any contractor, he shall furnish to the contracting body the following bonds which become binding upon the award of the contract to the contractor (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.)):

#### Performance Bond (This Section IS IS NOT Applicable to this bid):

The Contractor awarded this bid will be required to furnish the City 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 City of Sparks. 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 City in the event that bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract.

**General Conditions**



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**Payment Bond (This Section  IS  IS NOT Applicable to this bid):**

The Contractor awarded this bid will be required to furnish the City 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 City of Sparks. 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.

**27. Indemnification:**

To the fullest extent permitted by law, upon award, Contractor shall hold harmless, indemnify, defend and protect City, its affiliates, officers, agents, employees, volunteers, successors and assigns (“Indemnified Parties”), and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney’s fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever (“Claims”) arising out of or related to any act or omission of Contractor, its employees, agents, representatives, or Subcontractors in any way related to the performance of work under this Agreement by Contractor, or to work performed by others under the direction or supervision of Contractor, including but not limited to:

1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons;
2. Damage to property of anyone, including loss of use thereof;
3. Penalties from violation of any law or regulation caused by Contractor’s action or inaction;
4. Failure of Contractor to comply with the Insurance requirements established under this Agreement;
5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.

In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City.

If City’s personnel are involved in defending such actions, Contractor shall reimburse City for the time and costs spent by such personnel at the rate charged City for such services by private professionals.

**28. Insurance:**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers’ Compensation if applicable, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

**General Conditions**



Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the City. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City’s option. If Contractor fails to maintain the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance at Contractor’s expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications,

Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

<b>Applicable to this Contract</b>	<b>Insurance Type</b>	<b>Minimum Limit</b>	<b>Insurance Certificate</b>	<b>Additional Insured</b>	<b>Waiver of Subrogation</b>
<b>Yes</b>	General Liability	\$1,000,000	✓	✓	✓
<b>Yes</b>	Automobile Liability	\$1,000,000	✓	✓	
<b>Yes</b>	Workers’ Compensation	Statutory	✓		✓
<b>Yes</b>	Employer’s Liability	\$1,000,000	✓		
<b>No</b>	Professional Liability	\$1,000,000	✓		
<b>No</b>	Pollution Legal Liability	\$1,000,000	✓		

**Commercial General Liability**

Contractor shall carry and maintain a Commercial General Liability policy providing coverage for liability arising from premises, operations, independent contractors, products-completed operations liability, personal and advertising injury, and liability assumed under an insured contract (including, but not limited to, the tort liability of another assumed in a business contract).

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

***Minimum Limits of Insurance***

- \$1,000,000** Each Occurrence Limit for bodily injury and property damage
- \$2,000,000** General Aggregate Limit
- \$2,000,000** Products and Completed Operations Aggregate Limit
- \$10,000** Medical Expense Limit

If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this PROJECT or LOCATION.



## General Conditions



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### ***Coverage Form***

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) "Occurrence" form CG 00 01 12/04 or substitute form providing equivalent coverage.

### ***Additional Insured***

City, its officers, agents, employees, and volunteers are to be included as insureds in respects to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

### ***Primary and Non-Contributory***

Contractor's insurance coverage shall be primary insurance as it relates to City, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

### ***Separation of Insureds***

Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

### ***Endorsements***

A policy endorsement is required listing all required additional insureds. The endorsement for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CG 20 10 11/85 or a substitute form providing equivalent coverage for products and completed operations.

A waiver of subrogation in favor of City shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

## **Business Automobile Liability**

### ***Minimum Limits of Insurance***

**\$1,000,000** Combined Single Limit per accident for bodily injury and property damage or the limit customarily carried by Contractor, whichever is greater. No aggregate limit may apply. Coverage may be combined with Excess/Umbrella Liability coverage to meet the required limit.

### ***Coverage Form***

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/01, CA 00 05, CA 00 12 or substitute form providing equivalent coverage for Automobile Liability Symbol 1 for "Any Auto". If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

### ***Additional Insured***

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general

**General Conditions**



supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

***Endorsements***

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 02/99 or a substitute form confirming City's insured status for Liability Coverage under the Who Is An Insured Provision contained in Section II of the coverage form ISO CA 00 01 10/01.

**Workers' Compensation and Employer's Liability**

Contractor shall carry and maintain workers' compensation and employer's liability insurance as required by NRS 616B.627 or provide proof that compliance with the provisions of Nevada Revised Statutes Chapters 616A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Contractor or any Subcontractor of the Contractor by the City. Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between City and Contractor that Contractor shall procure, pay for and maintain the above mentioned coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for workers' compensation and employer's liability insurance, Contractor shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

***Minimum Limits of Insurance***

Workers' Compensation: Statutory Limits  
Employer's Liability: **\$1,000,000** Bodily Injury by Accident – Each Accident  
**\$1,000,000** Bodily Injury by Disease – Each Employee  
**\$1,000,000** Bodily Injury by Disease – Policy Limit

***Coverage Form***

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 04/92 or substitute form providing equivalent coverage.

***Waiver of Subrogation Endorsement***

Contractor and its insurer agree to waive their rights of subrogation for any payments made under this coverage. A policy endorsement at least as broad as the unmodified NCCI Waiver of Our Right to Recover From Others endorsement WC 00 03 13 04/84 or a substitute form providing equivalent coverage is required waiving the insurer's right to recover payments from the City.



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**OTHER INSURANCE COVERAGES (IF APPLICABLE)**

**Professional Liability Insurance (if Applicable)** \$1,000,000 per occurrence limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services with a minimum of three (3) years reporting of claims following completion of the project.

**Contractors Pollution Liability Insurance (If Applicable)-** \$1,000,000 per occurrence and \$2,000,000 aggregate or whatever amount is acceptable to the City for any exposure to “hazardous materials” as this term is defined in applicable law, including but not limited to waste, asbestos, fungi, bacterial or mold.

Lower tier sub-subcontractors, Truckers, Suppliers: Evidence confirming lower tier subcontractors, truckers and suppliers are maintaining valid insurance prior to beginning work on the project to meet the requirements set forth herein on Subcontractor, including but not limited to all additional insured requirements of Subcontractor.

**ALL COVERAGES**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY except for nonpayment of premium.

**OTHER INSURANCE PROVISIONS**

Should City and Contractor agree that higher coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount may be borne by City. City retains the option to purchase project insurance through Contractor's insurer or its own source.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.

**ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City.. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

**VERIFICATION OF COVERAGE**

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

- A. **Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.
  
- B. **Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.

## General Conditions



**C. Policy Cancellation Endorsement.** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.

**D. Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

**All certificates and endorsements are to be addressed to the City of Sparks, Purchasing Division and be received and approved by City before work commences.** The City reserves the right to require complete certified copies of all required insurance policies at any time.

### **SUBCONTRACTORS**

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

### **MISCELLANEOUS CONDITIONS**

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
  - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
  - c. Terminate the Agreement.

### **29. Safety Program:**

Upon award, the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

1. All employees on the work site and all other persons who may be affected thereby.
2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

## General Conditions



Contractor shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Contractor shall comply with OSHA'S Hazard Communication Standards.

Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the Owner and the Engineer.

### **30. Award of Contract:**

- (a) Bids/Proposals will be analyzed and award will be made to the lowest, responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- (b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids/proposals received; and to select the bid(s) or proposal(s) deemed most advantageous to the City. Should the City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy. The City may consider bids/proposals submitted on an "all or nothing" basis if the bid/proposal is clearly designated as such.
- (c) The City reserves the right to award one or more contracts on the bids/proposals submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his bid.
- (d) Upon acceptance by the City of Sparks, the solicitation, bid, proposal, or price quotation and issuance of a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Conditions without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

### **31. Request for Proposal (RFP) Submittals:**

In the case of Request for Proposals (RFP's), 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.

By their nature, proposals will include a number of variables that will vary based on the complexity of the product or service addressed within the proposal. Therefore, the evaluation of RFP's and the recommendation for award will not be based on price alone. Selection criteria will be better defined for each scope of work in the Special Conditions section of this bid.

Upon award of the contract, the executed contract 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.

## General Conditions



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### 32. Bidder Preference Law (This Section IS IS NOT Applicable to this bid):

This project will be bid and awarded under the Provisions(s) of NRS 338.147, which restricts preference given to certain contractors on Public Works Projects. The NRS cited in this section is meant to be a reference only. Each bidder shall acquaint himself with the latest provisions of NRS 338.147.

If the Contract for any Public Works Construction Project is expected to cost \$250,000 or more, then all Contractors must be able to submit upon request, a copy of their Certificate of Bidder Preference issued by the State Contractor's Board to be eligible for bidder preference (Call 775-688-1141 or 775-486-1100 to obtain certification information from the State Contractors Board).

To the extent Contractor has sought, qualified and receives a bidding preference on this project, pursuant to Nevada Revised Statutes Chapter 338, Contractor acknowledges and agrees that the following requirements will be adhered to, documented and attained for the duration of the Project:

1. At least 50 percent of the workers employed on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
2. All vehicles used primarily for the public work will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada.
3. At least 50 percent of the design professionals who work on the Project (including sub-contractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
4. At least 25 percent of the material suppliers used for the Project are located in Nevada; and
5. The Contractor shall maintain and make available for inspection within Nevada all payroll records related to the Project.

Contractor recognizes and accepts that failure to comply with any requirements herein shall be a material breach of the contract and entitle the City of Sparks to liquidated damages in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any requirements herein may lose its certification for a preference in bidding and/or its ability to bid on any contracts for public works pursuant to NRS Chapter 338.

To the extent Contractor has sought, qualified and receives a bidding preference, and this project has a value of over \$250,000 pursuant to Nevada Revised Statutes Chapter 338, each contract between the contractor, applicant or design-build team and a subcontractor must provide for the apportionment of liquidated damages assessed pursuant to this section if a person other than the Contractor was responsible for the breach of a contract for a public work caused by a failure to comply with a requirement of Items 1-5 within this section. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.

This section shall not be applicable for projects in which some or all of the funding comes from Federal sources.

### 33. Tie Bids:

Should identical low, responsive and responsible bids be received from two or more bidders, the City of Sparks Purchasing Manager shall notify all parties involved in the tie and may at his option, exercise one of the following tie breaking methods unless another alternative is apparent and prudent:

## General Conditions



- a) Tie Bid (two vendors): The City of Sparks Purchasing/Contract Manager, with a witness present, may flip a coin with heads representing the bidder whose tie bid was first received by the City of Sparks. If the toss is heads, the recommendation will be to this bidder; if tails, the recommendation will be made in favor of the second tied bidder.
- b) Tie Bid (two or more vendors): Should there be two or more low, responsive and responsible tie bids where representatives of the bidders wish to participate in the tie breaking process, the City of Sparks Purchasing/Contracts Manager shall set a mutually agreed upon time where, in his office, he shall shuffle a new deck of playing cards and have each bidder's representative cut the cards. The tie bidder who cuts the highest card (with Ace high) shall be recommended for bid award.

### **34. Appeals/Protests – Bids Only (Not Applicable to Request for Proposals):**

A person who submits a bid on a contract may, after the bids are opened and within 5 business days after the date the "Recommendation to Award" is issued by the City, unless otherwise stated in the Special Conditions, file a notice of protest regarding the awarding of the contract. The City's "Recommendation to Award" will be dated and posted on the City's public website within the area where bid notices and bid re-caps are posted (Currently: <http://www.cityofsparks.us/departments/financial-services/purchasing/bids-rfps>).

- (a) A notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.
- (b) A person filing a notice of protest may be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:
  - (1) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or
  - (2) Two hundred fifty thousand dollars (\$250,000).
- (c) A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.
- (d) A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.
- (e) A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.
- (f) If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

### **35. Documentation:**

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to the City within ten (10) calendar days following award or date of request by

## General Conditions



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City, whichever is later. Any failure to comply may result in bid being declared non-responsive and rejected, and at City's option, the bid bond may be attached for damages suffered.

### **36. Discounts:**

- (a) Prompt payment discounts will not be considered in evaluating bids for award. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- (b) In connection with any discount offered, time will be computed from date of delivery and acceptance, or invoice receipt, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.
- (c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the Purchase Order.

### **37. Seller's Invoice:**

Invoices shall be prepared and submitted in duplicate to the address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

### **38. Inspection and Acceptance:**

Inspection and acceptance will be at destination unless specified otherwise, and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the bidder unless loss results from negligence of the City.

### **39. Lost and Damaged Shipments:**

Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the bidder. The City has no obligation to accept damaged shipments and reserves the right to return at the bidder's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

### **40. Late Shipments:**

Bidder is responsible to notify the City department receiving the items and the Purchasing Manager of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

### **41. Document Ownership:**

All technical documents and records originated or prepared pursuant to this contract, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the City and may be copyrighted by the City. Bidder assigns all copyrights to City by undertaking this agreement.

### **42. Advertisements, Product Endorsements:**

City employees and agencies or organizations funded by the City of Sparks are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the City Manager. No bidder may represent that the City of Sparks has endorsed their product or service without prior written approval.





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**43. Optional Cooperative Purchase Agreement**

It is intended that any other public agency (i.e., city, county, district, public agency, municipality or state agency) shall have the option to participate (A.K.A. “join” or “piggyback”) in any award made as a result of this solicitation. The City of Sparks shall incur no financial responsibility in connection with purchase orders or contracts made by the bidder with another public agency resulting from this solicitation. The public agency utilizing the original contract shall accept sole responsibility for placing orders and making applicable payments to the vendor. Should the Bidder not wish for a contract resulting from this bid to be used by other public agencies, they have the option to decline that option at the time of request.

**44. Vendor Workplace Policies**

No Vendor providing a service, program or activity to the public on behalf of the City shall discriminate against any person because of sex, race, color, creed, national origin or disability. Vendor, if providing a service, program or activity to the public on behalf of the City, shall comply with the Americans with Disability Act and City's policies pursuant thereto when providing said service, program or activity.

The City of Sparks 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).

**45. Business License Requirement:**

All companies doing business with, or within, the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to the commencement of work per Sparks Municipal Code Section 5.08.020A. Bidder(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already possess one.

**46. City Provisions to Prevail:**

Except as indicated in the specifications, the City's standard General Conditions shall govern any contract award. Any standard terms and conditions of bidder submitted by bidder shall not be acceptable to City unless expressly agreed to by the City. The City reserves the right to reject bidder's bid as non-responsive, to consider the bid without bidder's standard terms and conditions, or to require bidder to delete reference to such, as a condition of evaluation or award of the bid. If, after award of contract, bidder (contract vendor) provides materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and City may require deletion as a further condition of performance by vendor.

**47. Invalid Provisions:**

In the event that any one or more of the provisions of this agreement shall be found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect and be enforceable.

**48. Amendments and Modifications:**

The Purchasing Manager may at any time, by written order, and without notice to the sureties, make a modification to the contract or an amendment to the Purchase Order, within the general scope of this contract, in (1) quantity of materials or service, whether more or less; (2) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City; (3) method of shipment or packing; and (4) place of delivery. If any such change causes an increase or decrease in the cost or the time required for the performance of this contract, an equitable adjustment shall be made by written modification of the contract or amendment to the Purchase Order. Any claim by the bidder for adjustment under this clause must be asserted within 30 calendar days from the notification date.

## General Conditions



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### 49. Assignment:

Vendor shall not assign or delegate duties or responsibilities under this agreement, in whole or in part, without prior written approval of the City.

### 50. Disputes After Award:

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Purchasing Manager, who shall reduce this decision to writing and mail a copy to the bidder. The decision of the Purchasing Manager shall be final and conclusive, unless bidder requests arbitration within ten (10) calendar days. Pending final decision of a dispute, the bidder shall proceed diligently with the performance of the contract and in accordance with the Purchasing Manager's decision.

### 51. Arbitration after Award:

Any and all disputes, controversies or claims arising under or in connection with the contract resulting from this bid, including without limitation, fraud in the inducement of this Contract, or the general validity or enforceability of this Contract, shall be governed by the laws of the State of Nevada without giving effect to conflicts of law principles, may be submitted to binding arbitration before one arbitrator, and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in a private manner in Washoe County, Nevada. This award shall be final and judgment may be entered upon it in any court having jurisdiction thereof. In reaching this final award, the arbitrator shall have no authority to change or modify any provision of this Contract. All other expenses of arbitration shall be borne equally by the parties. All fees, including legal fees, shall be borne by the party who incurred them. All costs of enforcement shall be borne by the losing party. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure.

### 52. 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.

### 53. Annual Appropriation of Funds:

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1<sup>st</sup> and ends June 30<sup>th</sup> of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this contract due to lack of appropriation shall be without penalty.

### 54. Extension:

When in the City's best interest, this agreement may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

## General Conditions



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### 55. Termination:

The City may terminate this agreement and be relieved of any consideration to the vendor should vendor fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the vendor. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

### 56. 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.

# **Special Conditions and Specifications (Specific to Project)**

**In instances where the Special Conditions conflict with the General Conditions, the Special Conditions will prevail with respect to that instance or item(s).**

## **RFP GENERAL OVERVIEW**

The City is seeking responses to select a qualified company to provide necessary labor and equipment to complete radio upgrades that have been deemed necessary within the property of the JA Nugget Casino Resort in Sparks Nevada (Nugget). The primary objectives of this RFP shall be to provide data necessary for the evaluation of competitive proposals that will result in an Agreement with the proposer that meets the requirement(s).

***PLEASE NOTE: Funding has not yet been identified for this project. There is no guarantee that a contract will be the final result of this RFP process. Once funding is determined (if at all), the final contract may be awarded by either the City of Sparks, Washoe County, the Nugget or a combination of any of the above.***

### **RFP RESPONSE FORMAT**

***One original (hard copy, signed) and one electronic copy (PDF Format on Compact Disc or Thumb Drive) of the entire proposal*** shall be delivered by the time and to the place stipulated in the Notice of Request for Proposal. Proposers are to provide electronic files of their proposals in addition to (not as a substitute to) the hard copy being required.

It is the proposer's sole responsibility to see that their proposal is received at the place, date and time specified. Any proposal received after the scheduled closing time for receipt of proposals may be returned to the proposer as unacceptable. Oral, facsimile, telegraph, or telephone modifications may not be considered.

The contents of the proposal and any clarifications thereto submitted by the successful proposer and accepted by the City of Sparks shall become part of the contractual obligation and incorporated by reference into any ensuing Agreement. All proposals shall become the property of the City of Sparks and shall not be returned. All proposals submitted may become public record under the laws of the State of Nevada and the public may be given access thereto after the formal process has been completed.

### **QUESTIONS/INFORMATION**

Questions concerning any aspects of the Proposal process should be addressed to: Dan Marran, CPPO, C.P.M. Contracts and Risk Manager at [dmarran@cityofsparks.us](mailto:dmarran@cityofsparks.us) or (775) 353-2273.

## PROJECT OVERVIEW & SCOPE OF WORK

### **Objective:**

The City is seeking responses to select a qualified company to provide necessary labor and equipment to complete radio upgrades that have been deemed necessary within the property of the JA Nugget Casino Resort in Sparks Nevada (Nugget). The primary objectives of this RFP shall be to provide data necessary for the evaluation of competitive proposals that will result in an Agreement with the proposer that meets the requirement(s).

***PLEASE NOTE: Funding has not yet been identified for this project. There is no guarantee that a contract will be the final result of this RFP process. Once funding is determined (if at all), the final contract may be awarded by either the City of Sparks, Washoe County, the Nugget or a combination of any of the above.***

The following describes the requirements of the **JA Nugget Casino Resort in Sparks Nevada (Nugget)** for Public Safety radio signal enhancement in areas of the property. The background and technical requirements, installation information, final testing and acceptance as well as other information is presented below.

### **RFP Response Requirements**

In addition to the “Submittal Parameters” identified at the end of this document, throughout the narrative of this Scope of Work, specific questions will be clearly identified and highlighted as “**RFP RESPONSE QUESTIONS**” that will need to be answered within proposal offered by firms interested in responding to this RFP. Those questions will clearly be identified in the narrative and also be repeated within the “Submittal Parameters” section of this document.

## **BACKGROUND AND EXISTING TRUNKED RADIO SYSTEM**

The Galena Group, Inc. (GGI) conducted an in-building coverage test in the JA Nugget Resort and Casino (Nugget) on behalf of the City of Sparks (City). The radio system is a vital tool in the day to day operations of Police, Fire and other local Public Safety agencies. Further, inconsistent operation could present a “life safety” issue for officers and other first responders at the Nugget facility. Therefore, GGI assisted the City in identifying:

- Locations inside and outside buildings as reported, that do not have adequate radio system coverage or in-building penetration (in particular, the casino floor located directly below the I80 freeway, and the building’s basement)
- Interference, firmware, training and any other issues that may be hampering efficient radio operations.

Based on this testing, we presented the City with a report of our findings and recommendations. Included in our recommendations was engaging the services of an equipment vendor to engineer and implement one or more bi-directional amplifiers to enhance radio coverage for the 800 MHz Washoe County Regional Communication System (WCRCS) for use inside the Nugget.

First responders and other WCRCS 800 MHz users have experienced communications issues in certain locations within the Nugget. These issues were confirmed and corrective recommendations outlined in a June of 2012, 800 MHz radio study commissioned by the City of Sparks (included as Appendix A). The issues primarily involve poor signal strength within the Nugget main building. It also included some localized RF noise generated by various electronic equipment within the facility. This specification addresses the radio issues primarily in the main Casino floor area.

The suggested approach to help improve the 800 MHz two-way radio signal strength is to install in-building amplifiers to improve radio coverage in those areas identified as having inadequate radio coverage. The area addressed by this specification is the main Casino floor. Additionally, the basement and some of the second floor have coverage issues. These additional areas should be considered for radio coverage expansion, and pricing should be provided as an option.

The following page contains a diagram of the JA Nugget floor plan. Specific detail related to the areas needing enhanced coverage will be provided in the form of a “walk-through” during the pre-proposal conference at the date and time noted on the Notice to Proposers, located on Page 2 of this RFP document.

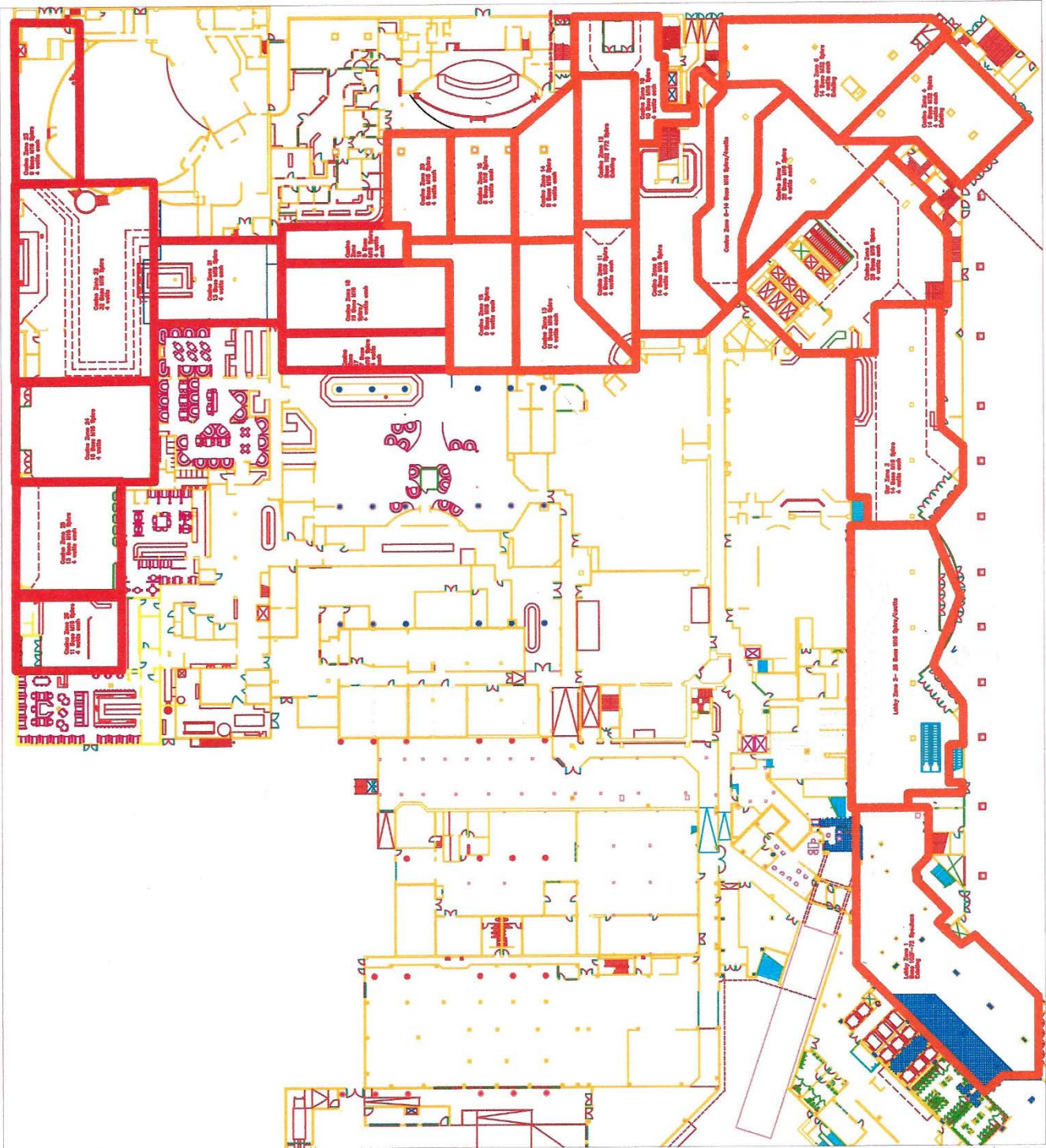


Exhibit 1 - JA Nugget Casino Area



**REFERENCE COPY**

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**Federal Communications Commission  
Wireless Telecommunications Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE: SPARKS NUGGET INC DBA JOHN ASCUAGAS  
NUGGET

ATTN: JOHN VAN BERKUM  
SPARKS NUGGET INC DBA JOHN ASCUAGAS NUGGET  
1100 NUGGET AVE  
SPARKS, NV 89431

<b>Call Sign</b> WNSK892	<b>File Number</b> 0002400074
<b>Radio Service</b> GB - Business, 806-821/851-866 MHz, Conventional	
<b>Regulatory Status</b> PMRS	
<b>Frequency Coordination Number</b>	

**FCC Registration Number (FRN):** 0001596287

<b>Grant Date</b> 12-06-2005	<b>Effective Date</b> 12-06-2005	<b>Expiration Date</b> 12-04-2015	<b>Print Date</b>
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**STATION TECHNICAL SPECIFICATIONS**

**Fixed Location Address or Mobile Area of Operation**

**Loc. 1 Area of operation**

Land Mobile Control Station meeting the 6.1 Meter Rule: NV

**Loc. 2 Address:** 1100 NUGGET AVE

**City:** SPARKS      **County:** WASHOE      **State:** NV

**Lat (NAD83):** 39-32-03.7 N    **Long (NAD83):** 119-45-39.7 W    **ASR No.:**    **Ground Elev:** 1344.0

**Loc. 3 Area of operation**

Operating within a 113.0 km radius around fixed location 2

**Antennas**

Loc No.	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000810.08750000	FX1	1		20K0F3E	75.000	75.000			
2	1	000855.08750000	FB2	1		20K0F3E	75.000	75.000	12.0	-200.0	
3	1	000810.08750000	MO	29		20K0F3E	2.000	2.000			

**Conditions:**

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

**Licensee Name:** SPARKS NUGGET INC DBA JOHN

**Call Sign:** WNSK892

**File Number:** 0002400074

**Print Date:**

**Antennas**

Loc No.	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
3	1	000855.08750000	MO	29		20K0F3E	2.000	2.000			

**Control Points**

**Control Pt. No. 2**

**Address:** 1100 NUGGET AVE.

**City:** SPARKS **County:** WASHOE **State:** NV **Telephone Number:** (775)356-3300

**Associated Call Signs**

**Waivers/Conditions:**

NONE

**REFERENCE COPY**

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**Federal Communications Commission  
Wireless Telecommunications Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE: SPARKS NUGGET, INC., DBA: JOHN ASCUAGA'S NUGGET

ATTN: TECHNICAL MANAGER  
SPARKS NUGGET, INC., DBA: JOHN ASCUAGA'S NUGGET  
1100 NUGGET AVENUE  
SPARKS, NV 89431

<b>Call Sign</b> WPYU335	<b>File Number</b> 0005986239
<b>Radio Service</b> IG - Industrial/Business Pool, Conventional	
<b>Regulatory Status</b> PMRS	
<b>Frequency Coordination Number</b>	

FCC Registration Number (FRN): 0001596287

<b>Grant Date</b> 10-29-2013	<b>Effective Date</b> 10-29-2013	<b>Expiration Date</b> 10-28-2023	<b>Print Date</b> 10-29-2013
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**STATION TECHNICAL SPECIFICATIONS**

**Fixed Location Address or Mobile Area of Operation**

- Loc. 1 Address:** 1100 NUGGET AVENUE  
**City:** SPARKS     **County:** WASHOE     **State:** NV  
**Lat (NAD83):** 39-32-03.7 N   **Long (NAD83):** 119-45-39.7 W   **ASR No.:** N/A   **Ground Elev:** 1341.0
- Loc. 2 Area of operation**  
Operating within a 32.0 km radius around fixed location 1
- Loc. 3 Area of operation**  
Operating within a 32.0 km radius around 39-32-03.7 N, 119-45-39.7 W, SPARKS, WASHOE county, NV

**Antennas**

Loc No.	Ant No.	Frequencies (MHz)	Sta.Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp (meters)	Ant. AAT (meters)	Construct Deadline Date
1	1	000462.3250000	FB2	1		11K2F3E 7K60FXE	100.000	200.000	30.0	-148.0	10-28-2004
1	1	000464.4500000	FB2	1		11K2F3E 7K60FXE	100.000	200.000	30.0	-148.0	10-28-2004

**Conditions:**

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: SPARKS NUGGET, INC., DBA: JOHN

Call Sign: WPYU335

File Number: 0005986239

Print Date: 10-29-2013

**Antennas**

Loc No.	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000452.15000000	FB2	1		11K2F3E 7K60FXE	100.000	200.000	30.0	-148.0	01-25-2006
2	1	000462.32500000	MO	160		11K2F3E 7K60FXE	25.000	25.000			10-28-2004
2	1	000467.32500000	MO	160		11K2F3E 7K60FXE	25.000	25.000			10-28-2004
2	1	000464.45000000	MO	160		11K2F3E 7K60FXE	25.000	25.000			10-28-2004
2	1	000469.45000000	MO	160		11K2F3E 7K60FXE	25.000	25.000			10-28-2004
2	1	000452.15000000	MO	160		11K2F3E 7K60FXE	25.000	25.000			01-25-2006
2	1	000457.15000000	MO	160		11K2F3E 7K60FXE	25.000	25.000			01-25-2006
3	1	000452.02500000	MO	160		11K2F3E 7K60FXE	25.000	25.000			05-21-2014
3	1	000452.05000000	MO	160		11K2F3E 7K60FXE	25.000	25.000			05-21-2014
3	1	000452.27500000	MO	160		11K2F3E 7K60FXE	25.000	25.000			05-21-2014

**Control Points**

**Control Pt. No. 1**

Address: 1100 NUGGET AVENUE

City: SPARKS County: WASHOE State: NV Telephone Number: (775)356-4215

**Associated Call Signs**

**Waivers/Conditions:**

NONE

### **Existing Trunked Radio System**

Public Safety first responders to the JA Nugget use the regional 800MHz trunked radio system “Washoe County Regional Communications System” (WCRCS). The radio system is an existing analog multi-channel trunked radio system as manufactured by M/A-Com (Now Harris Corp) Enhanced Digital Access Communications System (EDACS) and operated as a combined Multicast and Simulcast system. There are 9 radio sites that comprise the system. The two WCRCS sites that are primarily used by the Nugget, are Metro and Slide Mt. Metro is a 15 channel simulcast site comprised of Red Peak and Peavine Peak, which are both north of the Nugget. Slide Mt. is a 12 channel multicast site located Southwest of the Nugget. The channels are a combination of National Public Safety Planning Advisory Committee (NPSPAC) and Interleaved channels. The current radio system is designed to provide clear, intelligible communication from portable radios with area coverage reliability of 95% or better. The system was originally designed to operate sufficiently to work within a building with -21dBm of loss from street level (outdoor) signal strength within the coverage area. In the case of the Nugget facility, radio signal penetration is insufficient to provide a consistent, adequate level of communication performance. The provision of a Bi-directional Radio Amplifier (BDA) system within the Nugget, we believe, corrects for this condition.

### **Existing Radio Systems at the Nugget**

There are existing radio systems at the Nugget. In particular, one system is comprised of an 800 MHz conventional repeater used for certain gaming functions. The repeater transmits on 855.0875 MHz and receives on 810.0875 MHz. These frequencies fall within the range of the bands that we are addressing in this RFP. Please see “**Description of Requirements**” below. This equipment is located above the casino, in an existing radio equipment area, on the roof. The proposed system must not interfere with existing radio systems at the Nugget. (existing Nugget licenses are presented in the appendix). Other systems operate on and near the Nugget location and vendors responding to this RFP should make themselves aware of these systems.

### **Future Radio System**

The EDACS system has received an end of life notification by the manufacturer, Harris Corporation, and the WCRCS is considering upgrading or replacing the existing system within the next five years. This will likely result in a change of frequencies (as noted in the Description of Requirements section below) and a move to a digital format.

### **Description of Requirements**

The BDA system shall be of current design and the system designed and furnished to operate in the Public Safety 800 MHz band, the Interleaved Public Safety and Non-public Safety segment of the band, and future use in the Public safety 700 MHz portion of that band. Specifically on 799-816MHz; 851-861 MHz as well as 866-869 MHz. It shall be also capable of operation on 769-775 MHz (700 MHz Band) frequencies by readjustment only, without component change. The BDA system shall be designed to provide a minimum - 85 dBm RF signal level, or a minimum of 10 dB above the RF noise floor.

The selected vendor’s BDA installation shall be designed so as to prevent feedback oscillation.

**RFP RESPONSE QUESTION #1 - Please include in your submittal, the specific steps and guarantee that the system will operate without feedback oscillation.**

The proposed design and equipment shall comply with Federal Communications Commission (FCC) 47 CFR 90.219 "USE OF SIGNAL BOOSTERS". The Code of Federal Regulations part 47 section 90.7 and 90.219 details the definitions and limits for the use of RF signal boosters in Land Mobile Radio networks. Please see "Standards, Codes, Permits" section of this specification for additional information on this requirement.

The BDA system shall be capable of accurately and properly amplifying and distributing radio signals without causing any sort of radio system degradation. It shall be capable of using, and accurately retransmitting, the following modulation techniques and formats, at a minimum:

- Analog FM
- Digital FM
- EDACS
- TDMA
- CDMA
- P25 Phase I
- P25 Phase II
- GSM
- Encrypted Formats

The system will re-transmit any channel within the listed frequencies regardless of channel bandwidth. The BDA system shall be FCC type accepted, and labeled as such prior to placing it into operation.

**RFP RESPONSE QUESTION #2** - Please describe your compliance with the formats and other criteria listed above and list any exceptions. Please list any additional modulation formats not listed above.

The BDA system shall be capable of amplifying all signals within the specified frequencies. If the effective output power per channel is reduced as more channels are amplified, the vendor must account for the reduction in signal strength when calculating the signal distribution.

**RFP RESPONSE QUESTION #3** - Please describe the results of multiple channel amplification and how your proposed system is affected by that issue.

### **Standards, Codes, Permits, Licenses**

The Vendor shall be responsible for all permits, licenses, certificates and inspections and fees, to accomplish this implementation. This may include Federal, State, City and County requirements.

The selected Vendor(s) will perform all work in compliance with all applicable local, State and federal laws and codes. The Vendor(s) will observe "best practices" for installation of equipment that emits Radio Frequencies.

The design of all equipment and materials, as well as the installation, shall, as applicable, and at a minimum, conform to the following codes, rules and orders:

- International Building Code (IBC)
- National Electrical Safety Code (NESEC)
- Nevada, Washoe County and City of Reno electrical codes

- FCC Rules and Regulations 47 CFR. In particular: 90.7 and 90.219 “USE OF SIGNAL BOOSTERS”
- National Public Safety Planning Advisory Committee (NPSPAC) Requirements, Nevada Region 27 NPSPAC Plan.
- The following standards shall apply to the design work:
  - Telecommunications Industry Association (TIA)
  - Technical Systems Bulletin TSB 88-A
  - Applicable OSHA and EPA
  - *American National Standards Institute (ANSI)/Institute of Electrical and Electronics Engineers (IEEE)*

ANSI publishes consensus standards on RF exposures and measurements. The Institute of Electrical and Electronics Engineers (IEEE), International Committee on Electromagnetic Safety (ICES) sets safety standards across frequencies 0 to 300 GHz. Also the IEEE Committee on Man and Radiation (COMAR) publishes position papers on human exposure to electromagnetic fields.

- *C95.1*, Standard for Safety Levels with Respect to Human Exposure to Radio-Frequency Electromagnetic Fields, 3 kHz to 300 GHz. (Revised 2005).
- *C95.2*, Standard for Radio-Frequency Energy and Current Flow Symbols. (1999).
- *C95.3*, Recommended Practice for Measurements and Computations of Radio Frequency Electromagnetic Fields With Respect to Human Exposure to Such Fields, 100 kHz-300 GHz. (2002).
- *C95.4*, Recommended Practice for Determining Safe Distances from Radio Frequency Transmitting Antennas When Using Electric Blasting Caps During Explosive Operations. (2002).
- *C95.6*, Standard for Safety Levels with Respect to Human Exposure to Electromagnetic Fields, 0-3 kHz. (2002). Defines exposure levels to protect against adverse effects in humans from exposure to electric and magnetic fields at frequencies from 0 to 3 kHz. (2002).
- *C95.7-2005*, Recommended Practice for Radio Frequency Safety Programs. (2006).

**RFP RESPONSE QUESTION #4** - Please acknowledge this section and that your firm understands and, at a minimum, will adhere to the applicable standards as presented. Your firm will accept responsibility for all Licenses, Permits, Certificates and Your firm will abide by OSHA and State safety rules, laws and standards. Please state any exceptions to this section.

### **Drawings and Manuals**

Once the vendor has been selected the selected vendor will submit detailed design information as required for review and approval. If requested by the Nugget, a Design Review Meeting shall be held in the Nugget for the Vendor to present the design submittal.

For this specification, please only submit basic drawings including rack layouts or wall mount layouts, equipment interconnection diagrams, equipment and material lists, manufacturer's descriptive and technical literature, catalog cuts, and installation instructions.

### **POWER, BACKUP POWER, GROUNDING**

#### **Power**

The BDA system shall be powered by the building's electrical distribution system. A transient voltage surge suppressor shall be provided as part of the bidirectional amplifier design, and protect the incoming power line from transients.

**RFP RESPONSE QUESTION #5** - Please provide all electrical power requirements for the proposed system. (Voltage; current etc.)

### **Backup Power**

As part of the proposal, a backup electrical power supply shall be provided for the BDA system. It shall be designed to permit a minimum of four hours of BDA operation. A power supply/charger shall be furnished to maintain the batteries at the manufacturer's recommended float level and shall also recharge the batteries should the charge be depleted. All proposed batteries shall be of a sealed design and manufactured for indoor use and in an enclosed room. The potential equipment locations within the Nugget are also supplied backup power from the existing building generator system.

**RFP RESPONSE QUESTION #6** - Please provide your proposed battery backup design.

### **Grounding**

System components such as the antenna system, antenna mast, coaxial cable, and surge suppressor shall be properly grounded. Please provide your suggested approach to grounding and the reasons for that approach. The Nugget wishes to insure that adequate grounding is implemented as part of this project. The Nugget will have the final approval as to the grounding approach and design.

The coaxial cable shall be connected to the ground system by means of the cable manufacturer's shield grounding kit. A ground system connection to coaxial cable shall be at a location considered as best practice depending upon the coaxial cable length and lightning surge suppressor positions. For example, grounding may be at either end of exterior-run coaxial cable if it exceeds 100 feet in length, otherwise within 20 feet of building entrance (or by local or State code if defined). The coaxial lightning surge suppressors shall be grounded per the manufacturer's recommendations and in compliance with local code if defined. Grounding cable shall be sized according to manufacturer's recommendations.

Grounding requirements, specifications and design, may be reviewed and changed by the Nugget facility personnel and engineers before an agreement is finalized.

**RFP RESPONSE QUESTION #7** - Please describe your proposed system grounding and lightning protection design, installation and please note any exceptions to the above.

### **Test Points**

The system should provide decoupled RF test points to permit performance testing or alignment while the BDA is in operation. They shall be clearly labeled as test points, and depicted on a block diagram with the rest of the BDA circuitry.

**RFP RESPONSE QUESTION #8** - Please describe your proposed system's RF test points and please note any exceptions to the above.

## **MOUNTING SPECIFICATIONS, INSTALLATION AND FINAL TESTING**

### **Exterior Antenna**

The exterior antenna system shall consist of a highly directional gain antenna, an antenna mount, coaxial lightning surge suppressor, and a low loss coaxial cable feed to the BDA. The specific size of the feed line coaxial cable shall depend on the system design. A short super flexible cable may be used to connect the



antenna to the RF feed line cable. The exterior antenna shall be configured to mount on or near the building rooftop at a location affording the best view towards the nearest radio repeater site and in compliance with Nugget restrictions or guidance. The antenna shall be oriented towards a system repeater site as described in the “Existing Trunked Radio System” section of this document. The antenna gain shall be selected to provide the minimum required signal level.

A lightning surge suppressor(s) shall be connected in the RF coaxial feed line in between the antenna and the BDA. The coaxial lightning surge suppressor shall be of current design. Adequate grounding shall be used in conjunction with the surge suppressor. The BDA will be mounted inside the building, and the surge suppressor will be installed inside the building at the cable penetration point.

Building penetration for RF feed line cabling shall be protected with a waterproof/UV stabilized cable boot suitable for the installation.

Exterior and interior wall penetration, location, size, any NEMA enclosures and process must be approved by the Nugget before any work is accomplished.

The antenna installation shall be suitable for operation with wind loading of 120 mph in no ice conditions. All components shall be suitable for outdoor installation. All outdoor RF connections and coaxial cable grounding kits shall be covered in weatherproof connector boot coverings.

**RFP RESPONSE QUESTION #9** - Please describe your design approach and coaxial cable and/or antenna specifications as engineered to be installed and as depicted in your preliminary design drawings.

### **Indoor Antenna**

The in-building antenna system shall consist of a sufficient number of antennas and/or radiating cable distributed within the building to meet the -85 dBm, and 10 dB above noise floor, design criteria throughout the main Casino floor location.

If radiating coaxial cable is used as part of the design it shall be installed within the ceiling or walls and, as much as possible, not be visible. Cable jackets for any coaxial cables installed indoors shall be low smoke, non-halogen construction. All indoor cabling shall meet applicable codes related to “plenum ratings” and fire/electrical as meeting UL or other testing standards.

If indoor antennas are used they will be internal to the ceiling or flush mount, and as visually unobtrusive as possible.

**RFP RESPONSE QUESTION #10** - Please provide your understanding of the Indoor Antenna installation and design approach and indoor use of coaxial cable and/or antenna specifications as engineered to be installed and as depicted in your design drawings.

### **Installation and Labeling**

The BDA unit shall be wall or rack mounted. We are suggesting an existing radio room located on the roof of the Casino area (not on or in a tower building) with the battery system mounted below the BDA housing. The equipment will be placed in a NEMA 3 (or higher) cabinet, which should be included in your proposal. The cabinet shall have a front door that is provided with either a locking handle or lock hasp. Adequate space inside the cabinet shall be provided for servicing the unit. The unit shall be labeled with an exterior

nameplate stating "Radio Amplifier". Internal components shall be identified with labels. There is existing conduit from the radio room to the main Casino floor area.

### **Final Testing**

The selected vendor shall make all final adjustments to the installed BDA system and will confirm to the Nugget that it is adjusted to the level of desired signal and will avoid inter-modulation, interference and is ready for final testing. At that time a 30 day test will commence. The 30 day test will certify the reliability and functionality of the installed system.

The installed system must operate without failure during the 30 day period. The installed system will be randomly tested by the Nugget over that period for:

- Indoor and outdoor signal strength
- Transmission quality
- Battery operation / voltage and power / failover to backup

**Additionally, the system will be considered failed if it produces any radio frequency interference (RFI) with any existing system.**

Any outage of the system, significant degradation of transmission quality, RFI, or other parameter (signal strength, battery performance, etc.) will result in a restart of the 30 day test period. The Nugget will notify the vendor of any such degradation or failure and the vendor will resolve the problem before the test restarts.

Vendor will perform all work necessary to plan, schedule, and conduct tests, and to complete the required documentation as specified in the Agreement.

The Vendor will verify that the BDA system has been installed in accordance with these specifications, the Contract Drawings and the system performance criteria. This includes inspection, test and measurements of the DC power, the BDA gain, and the signal levels within and outside of the building. Record all test measurements. Provide diagrams showing equipment placement and routing for antennas, coaxial cables and AC power to the Nugget prior to acceptance testing.

***RFP RESPONSE QUESTION #11 - Please indicate your understanding of the installation and labeling requirements and the final testing and the 30 day test.***

### **SYSTEM FEATURES, SYSTEM EXPANSION, SPARES, TRAINING, PROPOSED COST AND PROPOSED TIMELINE**

***RFP RESPONSE QUESTION #12 - The proposer shall include with the proposal a complete material list of all equipment proposed and descriptive literature on each piece of equipment. Included in this proposal shall be drawings and block diagrams of the equipment supplied.***

***RFP RESPONSE QUESTION #13 - Please define the level and type of Operation and Maintenance manuals that you will be providing to the Nugget, once the project is completed.***

**RFP RESPONSE QUESTION #14** - The proposer shall certify that spare parts will be maintained for a period of not less than seven years after the final installation of the system. Please describe the period of time that the proposed hardware will be supported. Please describe the period of time that the products will be supported after they are no longer sold or produced.

**RFP RESPONSE QUESTION #15** - The equipment shall be designed for continuous-duty service in a fixed environment; be of the latest design consistent with the present state-of-the-art; be of all solid-state design; and be engineered for a service life of not less than 10 years. Please describe how the proposed system design will meet this criteria.

**RFP RESPONSE QUESTION #16** - Please indicate if your firm's proposed system is expandable for additional coverage within the Nugget. How would that be accomplished and indicate any limitations the design may have (e.g. distance from main unit, etc.).

**RFP RESPONSE QUESTION #17** - Assuming the proposed system is expandable, what additional components would be required for additional areas of the Nugget and, as an option, please separately provide cost information on expanding to additional areas. Please provide an estimate of the additional physical area in which the expanded (one additional area) system could provide coverage. (We understand that this cost information is an estimate and we will not include it in the evaluation scoring)

**RFP RESPONSE QUESTION #18** - Would each additional area added require a "home run" to the main equipment, or could the design be installed serially? What transport cabling would be required in your expanded design (e.g. Fiber Optic, CAT 5, Coax cable)?

**RFP RESPONSE QUESTION #19** - Please describe the proposed equipment's environmental requirements including temperature and humidity specifications.

**RFP RESPONSE QUESTION #20** - The proposer shall furnish the US FCC type-acceptance number for any proposed radio equipment.

**RFP RESPONSE QUESTION #21** - The Project Team's expectation is that the system shall be designed with as high reliability as reasonably obtainable. The expected reliability should be greater than 99.99 percent. Please describe the proposed system's expected system reliability performance characteristics.

**RFP RESPONSE QUESTION #22** - Please describe your method of troubleshooting and repair and please provide the physical locations of the personnel and technician(s) that would be utilized to perform troubleshooting and repair work.

**RFP RESPONSE QUESTION #23** - Please indicate if you offer operational or repair (technician) training. If so is this at an additional cost?

**RFP RESPONSE QUESTION #24** - Please indicate the overall elapsed time that you believe it will take your firm to complete the installation and begin the thirty day test (from the date the order is received).

## **Proposed Cost**

**RFP RESPONSE QUESTION #25** - Based on your proposed design, please provide complete costing information. Please provide line item pricing including all hardware, software, and services (include ALL engineering, design, installation and hardware costs).

**RFP RESPONSE QUESTION #26** - Please include your proposed spare parts list and individual pricing, so that the Nugget may have available any items that may be a reasonably expected point of failure. (e.g. Polyphasers, fuses etc.).

**RFP RESPONSE QUESTION #27** - Please provide a list of references for at least 5 similar sites which use similar hardware configurations. Sets of references should also be provided for each subcontractor. Information should include the name of the company/facility, address, contact information and system description.

## **Maintenance Services**

This item requires vendors to identify the proposed maintenance services to be provided during warranty and after warranty periods. Prime contractors must be responsible for subcontractors.

### ***System Maintenance - During Warranty Period***

**RFP RESPONSE QUESTION #28** - What is the length of the warranty and when does warranty commence? Please delineate any differences between any components and their warranty such as the UPS. Is warranty service provided 24 hours a day, 7 days a week? What is the guaranteed response time (Telephone and On-Site)? Is there a cost associated with maintenance during the warranty period? Please provide detail.

### ***System Maintenance - After Warranty Period***

**RFP RESPONSE QUESTION #29** - Please describe what maintenance services are required with the proposed configuration. Are maintenance services provided 24 hours a day, 7 days a week? What is the guaranteed response time (Telephone and On-Site)?

## **SUBMITTAL PARAMETERS**

Firms replying to this RFP are required to complete the necessary forms indicated in the Bidder's Checklist (Page 3 of this RFP) and submit relevant information that will be used in the evaluation of firms. This submittal shall, at a minimum, have the following information:

1. Cover Letter. The cover letter shall be signed by an official authorized to bind the firm.
2. Company Overview (3 pages or less). Identify the geographic location(s) of the firm, including principal, satellite, and subconsultant/subcontractor offices, which would be responsible for providing services to the City of Sparks. Provide a description of the overall capabilities of each office as it relates to this RFP.
3. Key Personnel. The Proposal shall include an organizational structure of the firm's team (including sub-consultants) that will be responsible for this work. Include office locations, and any other pertinent information. Identify specific, key personnel (management and staff) who will perform work on this project, including the nature of their involvement and related experience. (No more than 5 pages. Full resumes may be added in an appendix if desired but should be limited to one page per person, or less).
4. Answers to "RFP RESPONSE QUESTIONS" as they have been identified. Answers to each question should be labeled with each original question number.

### **RFP RESPONSE QUESTIONS**

**Questions identified in the narrative of the RFP requiring a specific response from proposers are repeated here. Please refer to the sections where these questions originate to determine the references made in each individual question.**

- 1) Please include in your submittal, the specific steps and guarantee that the system will operate without feedback oscillation.
- 2) Please describe your compliance with the formats and other criteria listed above and list any exceptions. Please list any additional modulation formats not listed above.
- 3) Please describe the results of multiple channel amplification and how your proposed system is affected by that issue.
- 4) Please acknowledge this section and that your firm understands and, at a minimum, will adhere to the applicable standards as presented. Your firm will accept responsibility for all Licenses, Permits, Certificates and Your firm will abide by OSHA and State safety rules, laws and standards. Please state any exceptions to this section.
- 5) Please provide all electrical power requirements for the proposed system. (Voltage; current etc.)

- 6) Please provide your proposed battery backup design.
- 7) Please describe your proposed system grounding and lightning protection design, installation and please note any exceptions to the above.
- 8) Please describe your proposed system's RF test points and please note any exceptions to the above.
- 9) Please describe your design approach and coaxial cable and/or antenna specifications as engineered to be installed and as depicted in your preliminary design drawings.
- 10) Please provide your understanding of the Indoor Antenna installation and design approach and indoor use of coaxial cable and/or antenna specifications as engineered to be installed and as depicted in your design drawings.
- 11) Please indicate your understanding of the installation and labeling requirements and the final testing and the 30 day test.
- 12) The proposer shall include with the proposal a complete material list of all equipment proposed and descriptive literature on each piece of equipment. Included in this proposal shall be drawings and block diagrams of the equipment supplied.
- 13) Please define the level and type of Operation and Maintenance manuals that you will be providing to the Nugget, once the project is completed.
- 14) The proposer shall certify that spare parts will be maintained for a period of not less than seven years after the final installation of the system. Please describe the period of time that the proposed hardware will be supported. Please describe the period of time that the products will be supported after they are no longer sold or produced.
- 15) The equipment shall be designed for continuous-duty service in a fixed environment; be of the latest design consistent with the present state-of-the-art; be of all solid-state design; and be engineered for a service life of not less than 10 years. Please describe how the proposed system design will meet this criteria.
- 16) Please indicate if your firm's proposed system is expandable for additional coverage within the Nugget. How would that be accomplished and indicate any limitations the design may have (e.g. distance from main unit, etc.).
- 17) Assuming the proposed system is expandable, what additional components would be required for additional areas of the Nugget and, as an option, please separately provide cost information on expanding to additional areas. Please provide an estimate of the additional physical area in which the expanded (one additional area) system could provide coverage. (We understand that this cost information is an estimate and we will not include it in the evaluation scoring)
- 18) Would each additional area added require a "home run" to the main equipment, or could the design be installed serially? What transport cabling would be required in your expanded design (e.g. Fiber Optic, CAT 5, Coax cable)?

- 19) Please describe the proposed equipment's environmental requirements including temperature and humidity specifications.
- 20) The proposer shall furnish the US FCC type-acceptance number for any proposed radio equipment.
- 21) The Project Team's expectation is that the system shall be designed with as high reliability as reasonably obtainable. The expected reliability should be greater than 99.99 percent. Please describe the proposed system's expected system reliability performance characteristics.
- 22) Please describe your method of troubleshooting and repair and please provide the physical locations of the personnel and technician(s) that would be utilized to perform troubleshooting and repair work.
- 23) Please indicate if you offer operational or repair (technician) training. If so is this at an additional cost?
- 24) Please indicate the overall elapsed time that you believe it will take your firm to complete the installation and begin the thirty day test (from the date the order is received).
- 25) Based on your proposed design, please provide complete costing information. Please provide line item pricing including all hardware, software, and services (include ALL engineering, design, installation and hardware costs).
- 26) Please include your proposed spare parts list and individual pricing, so that the Nugget may have available any items that may be a reasonably expected point of failure. (e.g. Polyphasers, fuses etc.).
- 27) Please provide a list of references for at least 5 similar sites which use similar hardware configurations. Sets of references should also be provided for each subcontractor. Information should include the name of the company/facility, address, contact information and system description.
- 28) What is the length of the warranty and when does warranty commence? Please delineate any differences between any components and their warranty such as the UPS. Is warranty service provided 24 hours a day, 7 days a week? What is the guaranteed response time (Telephone and On-Site)? Is there a cost associated with maintenance during the warranty period? Please provide detail.
- 29) Please describe what maintenance services are required with the proposed configuration. Are maintenance services provided 24 hours a day, 7 days a week? What is the guaranteed response time (Telephone and On-Site)?

## EVALUATION PROCESS

Proposals shall be reviewed, evaluated, and ranked by a committee to be determined by Sparks.

The evaluation criteria may include but not be limited to the following considerations.

1. Responsiveness to requirements of this Request for Proposals
2. Competence, ability, and experience of the identified project team as it relates to this Request for Proposals
3. Specialized team experience and technological practices proposed by the project team.
4. Related work experience
5. Pricing Model

### NEGOTIATION(S)

The City of Sparks shall reserve the right to negotiate any terms and conditions of proposals received, with the final candidate(s) prior to acceptance/rejection of said proposal(s).

### RFP TIMELINE

R.F.P. to Consultants	April 16, 2014
Pre-Proposal Meeting at Nugget	May 1, 2014 – 1:30PM
Written Proposals submitted	May 13, 2014
Proposal Evaluation	May 14 – May 30, 2014
Presentation to Regional Radio Team	June, 2014

### STATUS OF SUCCESSFUL PROPOSER

Successful proposer shall have the status of an "Independent Contractor" as defined by NRS 284.173, and shall not be entitled to any or all rights, privileges, benefits and emoluments of either an officer or employee of the City of Sparks.



Listed below is the evaluation form that will be used to evaluate each proposal.

EVALUATION FORM

FIRM/CONSULTANT \_\_\_\_\_

EVALUATOR \_\_\_\_\_

DATE \_\_\_\_\_

CRITERIA	SCORE		
	Weight	Score	Weighted Score
0-10 POINTS EACH			
Ability of the solution to meet the City's needs	3	_____	_____
Vendor's implementation approach	2	_____	_____
Relevance of referenced projects to local government	1	_____	_____
Qualification of vendor's project team/personnel	2	_____	_____
Project Pricing Model	2	_____	_____
<b>TOTALS</b>			