

**BID FOR  
VHF RADIO EQUIPMENT – FIRE DEPARTMENT**

**BID #11/12-024 (Re-Issue)**

**BIDS DUE NOT LATER THAN: 1:45 PM ON APRIL 4, 2012**

**PUBLIC BID OPENING: 2:00 PM ON APRIL 4, 2012**

**[NOTE: TIME BIDS ARE DUE IS DIFFERENT FROM BID OPENING TIME]**



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

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

**CITY OF SPARKS  
NOTICE TO BIDDERS  
VHF RADIO EQUIPMENT – FIRE DEPARTMENT  
BID #11/12-024 (Re-Issue)**

NOTICE IS HEREBY GIVEN that the City of Sparks, Nevada, will receive written sealed bids only, for the equipment listed above. Said bids must be in the hands of the Purchasing Manager at 431 Prater Way, Sparks, Nevada, **NO LATER THAN 1:45 PM ON APRIL 4, 2012**. Bids postmarked but not received until after this deadline will not be accepted. Vendor bid response 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 Bid/Proposal or to accept the Bid/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 bid process.

All Bids are to be marked clearly on the outside. Bids will be opened and publicly read at **2:00 PM ON APRIL 4, 2012**, at Sparks City Hall, 431 Prater Way Sparks, NV 89431.

**EQUIPMENT DESCRIPTION:** The City is seeking bids for specified VHF radios and associated equipment/accessories for use in Fire Department communications and operations.

The work to be performed under this Contract shall be commenced by the successful Bidder after all executed Contract documents have been submitted, and after being notified to proceed by the City of Sparks.

Bid documents and specifications may be obtained at the City of Sparks Purchasing Division. Please call the Purchasing Division (775-353-2273) or send an e-mail to [dmarran@cityofsparks.us](mailto:dmarran@cityofsparks.us) to obtain the full specifications, required bid forms and to be placed on the official list of potential bidders. For further information, contact the Purchasing Division at (775) 353-2273 or Facsimile (775) 353-2399. 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: March 23, 2012  
Proof of publication required

## **Bidder's Checklist**

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

1. \_\_\_\_\_ Bid Item Schedule
2. \_\_\_\_\_ Bidder Information Sheets
3. \_\_\_\_\_ Acknowledgement and Execution Form
4. \_\_\_\_\_ Certification Regarding Debarment
5. \_\_\_\_\_ Signed Bid Addenda (if applicable)

**CITY OF SPARKS  
 BID ITEM SCHEDULE**

**BID #** 11/12-024 (Re-issue)

**BID TITLE:** VHF Radio Equipment – Fire Department

**PRICES** must be valid for 90 calendar days after the bid opening and shall be F.O.B. Destination as defined by the City.

**BIDDER** acknowledges receipt of \_\_\_\_\_ Addenda.

**VHF Radio Equipment – Per City Specifications:**

Item	Qty	Model	Unit Price	Extended Price
Digital Mobile Remote Mount Radios as specified	42			
Digital Portable Radios as specified	45			
			<b>Grand Total*</b>	

**\*Bids shall be ranked based upon the grand total amount.**

\_\_\_\_\_  
 Bidder Name

\_\_\_\_\_  
 Authorized Signature

**ADDITIONAL EQUIPMENT**  
 (For Reference Only-Not to be used in the evaluation of bids)

Item (All for Portable Radios)	Model	Unit Price
Desktop Charger		
Speaker/Mic		
Replacement Antenna		
Replacement Battery (Rechargeable)		
Replacement Battery (AA Battery Clamshell)		

## Bidder 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) 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.)
  
- 4) Has your company been found non-responsible on a government bid within the last five years? No\_\_\_ Yes\_\_\_ (If yes, please provide details.)

## Bidder Information

**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 may 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:

## Bidder 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 Bidder, or authorized agent of the Bidder for whom the aforesaid described work is to be performed by; that he/she has read the Plans, Specifications, and related documents including but not limited to, any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City of Sparks (Owner) and to do and perform all work for the provision of a **VHF RADIO EQUIPMENT-FIRE DEPARTMENT, Bid # 11/12-024 (Re-issue)**, 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 Bidder, declares that the only persons or parties interested in this proposal, as principals, are those named herein, the Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid: that this proposal is made without collusion with any other person, firm or corporation; that he/she has carefully examined the location of the proposed work; the proposed form of Contract, the Contract Provisions, Plans, Specifications and Contract Documents incorporated therein referred to and made part thereof; that he/she proposes and agrees if this proposal is accepted, that he/she will contract with the 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/Bidder)

Contractor/Bidder:

BY:

Firm:

Address:

City:

State / Zip Code:

Telephone Number:

Fax Number:

E-mail Address:

(Signature of Principal)

Signature:

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

State of Nevada

)

) SS.

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

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2012, 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 bidder, \_\_\_\_\_ 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.

---

Typed Name & Title of Authorized Representative

---

Signature of Authorized Representative

Date

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

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

# **GENERAL CONDITIONS**

## General Conditions



---

### 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 provision of **VHF RADIO EQUIPMENT-FIRE DEPARTMENT**, 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



---

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.

## General Conditions



---

### 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



---

**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:**

Upon award, Contractor agrees to hold harmless, indemnify, and defend City, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any and all claims, demands, suits, actions, or causes of action, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of Contractor, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by Contractor, or by others under the direction or supervision of Contractor.

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.

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.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

**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:

**INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for Contractor or any Sub-Contractor 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.



## General Conditions



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

Should Contractor be self-funded for Industrial 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**

CONTRACTOR shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 (or amount customarily carried by Contractor, whichever is greater) combined single limit per occurrence for bodily injury, personal injury and property damage. 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.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Contractor Errors and Omissions Liability: \$1,000,000 per claim and as an annual aggregate. Premium costs incurred to increase Contractor's insurance levels to meet minimum contract limits shall be borne by the Contractor at no cost to the City.
4. Workers' Compensation: Contractor shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.

Contractor will maintain Contractor liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that Contractor goes out of business during the term of this Agreement or the three (3) year period described above, Contractor shall purchase Extended Reporting Coverage for claims arising out of Contractor's negligent acts, errors and omissions committed during the term of the Contractor Liability Policy.

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

### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. City, its officers, agents, employees, and volunteers are to be included as insureds as respects 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.

## General Conditions



- b. Contractor's insurance coverage shall be Primary insurance with respect to the 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.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.
- d. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

### 2. Property Coverages (If Applicable)

Contractor shall provide builders risk insurance on an "All Risk" basis on a policy form satisfactory to City. The limit of coverage will be the amount necessary to cover the bid value of any structures in the Contract or other value determined by City. City reserves the right to require Contractor to provide boiler and machinery insurance coverage or other forms of property insurance. If the project is in a flood plain, City reserves the right to require flood coverage at Contractor's expense. Losses paid under the property insurance policy or policies shall be paid directly to City by the insurer(s).

### 3. 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 by certified mail, return receipt requested, has been given to City except for nonpayment of premium.

## **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. 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



---

### 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).

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:

- 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:

A person who submits a bid on a contract may, after the bids are opened and within 5 business days, unless otherwise stated in the Special Conditions, file a notice of protest regarding the awarding of the contract.

- (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.

## General Conditions



- (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 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.

## General Conditions



---

### **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.

### **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



## General Conditions



---

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.

### **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.



## General Conditions



---

### **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.

### **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).**

## TECHNICAL SPECIFICATIONS

These specifications are intended to describe the VHF Radio Equipment the Fire Department requires under this bid. Due to the nature of business and incidents the Fire Department operates within, the equipment specified here is done so to easily interact with existing gear and to continue to allow for the commonality of equipment between stations, command staff and firefighters.

Both the portable and mobile VHF radios identified on this bid must be from the same manufacture with both types of radios having "Cloning" capabilities between each other.

Any radio bid must be recognized as an "Fire Approved Radio, P25 Digital Portable Radio" as identified in the August 11, 2011 memorandum from National Interagency Fire Center (NIFC), National Interagency Incident Communications Division (NIICD) available at the NIFC/NIICD website. Copy also attached.

### **ITEM 1:**

#### **VHF P25 Digital Portable radios, with the minimum of the following capabilities:**

Quantity: 45 Radios

1. 136 to 174 MHz Frequency range.
2. Must be able to handle FCC 7.5 KHz channel spacing.
3. Battery to have a minimum capacity of 1400 MAh.
4. Minimum of 400 channels, divided into a minimum of 25 groups.
5. Field switchable low/high output power range, approximately 1 watt in low/ 5 watt in high.
6. Meet or exceed Mil-Std 810.
7. Minimum Modulation types; 16KOF3E/11KOF3E
8. Field programmable using attached keyboard.
9. Selectable dual priority scan feature.
10. Ability to temporary remove nuisance channels from scan list.
11. Ability for talkback scan feature.

12. Ability to provide availability of AA battery clamshells with same physical dimensions as standard high capacity rechargeable battery.

**ITEM 2:**

**VHF P25 Digital Mobile remote mount radios, with the minimum of the following capabilities:**

Quantity: 42 Radios

1. 136 to 174 MHz Frequency range.
2. Must be able to handle FCC 7.5 KHz channel spacing.
3. Minimum of 400 channels, divided into a minimum of 25 groups.
4. All necessary hardware to remote mount main radio unit a minimum of 15 feet from control head
5. Radio must include one remote speaker
6. Minimum Modulation types; 16KOF3E/11KOF3E
7. Field programmable using faceplate or microphone keyboard.
8. Selectable dual priority scan feature.
9. Ability to temporary remove nuisance channels from scan list.
10. Ability for talkback scan feature.



## National Interagency Incident Communications Division



August 11, 2011

**To:** Radio Users

**From:** Stephen M. Jenkins, Chief, National Interagency Incident Communications

**Subject:** Approved Radios

The following is a consolidated list of Fire Approved Radios, Radios Accepted for Fire (Cooperators), and Radios Approved for Forest Health Protection. These are the only approved radios for interagency fire and Forest Health Protection (aviation) use.

### Fire Approved Radios

The following radios are currently approved for interagency fire use.

#### VHF-FM

##### Analog Portable Radios<sup>1,2</sup>

B/K	EPH Flex <sup>3</sup>
B/K	GPH

##### Analog Mobile Radios<sup>1,2</sup>

B/K	EMH
B/K	GMH

##### P25 Digital Portable Radios<sup>4</sup>

Datron	Guardian G25PRV100
Midland	STP105B
Relm	DPHX5102X
Relm	KNG-P150
Thales	25 PRC-6894

### P25 Digital Mobile Radios

Datron	G25RMV100
Datron	G25RMV110
Datron	G25ASU001
Midland	STM-1050B
Midland	STM-1055B
Midland	STM-1115B
Relm	DMH5992
Relm	DMH5992X HP
Relm	KNG-M150

### P25 Digital Aeronautical Radios

Northern Airborne Technology	NPX136D070
Technisonic Industries	TDFM-136
Technisonic Industries	TDFM-136A
Technisonic Industries	TDFM-136A/NV

### **UHF-FM**

### UHF P25 Digital Portable Radios<sup>4</sup>

Midland	STP404A
Relm	KNG-P400

### P25 Digital Mobile Radios

Midland	STM-4040A
Midland	STM-4045A

### **Multiband**

### P25 Digital Portable Radios Capable of Operating in More Than One Frequency Band

Thales	Liberty	136-174 MHz, 380-520 MHz, 700 MHz, 800 MHz, trunked
--------	---------	---

## **Radios Accepted for Fire (Cooperators)**

The following aviation radios are currently accepted for interagency fire use by cooperators with the exception of state level fire organizations. The US Forest Service, Department of the Interior, state fire organizations, and contractors are not allowed to utilize these radios as “fire” radios. Radios accepted for fire are allowed under the following conditions.

- Used solely by cooperators (law enforcement, EMS, military, etc.)
- Contain at least one conventional P25 digital VHF-FM RF module/transceiver operating from 136 to 174 MHz with front panel programmability (FPP).
- Any of the following options are acceptable to meet the Air Guard requirement:
  - A second conventional P25 digital VHF-FM RF module/transceiver operating from 136 to 174 MHz with FPP.
  - A non-FPP conventional P25 digital VHF-FM RF module/transceiver operating from 136 to 174 MHz with a preset channel dedicated to Air Guard.
  - A P25 digital trunked VHF-FM RF module/transceiver operating from 136 to 174 MHz with a preset non-trunked channel dedicated to Air Guard.

### Multiband Aeronautical Radios

Cobham Avionics (aka Wulfsberg)	C-5000/RT-5000 (modified for FPP)
Technisonic Industries	TDFM-6000 Series <sup>5,6</sup>
Technisonic Industries	TDFM-7000 Series
Technisonic Industries	TDFM-7300 Series

## **Radios Approved for Forest Health Protection**

The following analog aviation radios are currently approved for Forest Service Forest Health Protection (FHP). FHP may also utilize approved P25 Digital Radios listed under the Fire Approved Radios section. The below analog radios are not allowed to be used in any aspect of interagency fire (reconnaissance or air tactical).

### Analog VHF-FM Aeronautical Radios<sup>7</sup>

Cobham (aka Northern Airborne Technology)	NTX138-050
Cobham (aka Northern Airborne Technology)	NTX138-070
Technisonic Industries	TFM-138 (serial number 1540 & up)
Technisonic Industries	TFM-138B/C/D
Technisonic Industries	TFM-500

<sup>1</sup> Purchases of new analog radios are not recommended. At some point in the future, fire will require that only P25 digital radios be used.

<sup>2</sup> All radios required under aviation fire contracts must be P25 digital.

<sup>3</sup> The B/K EPH Flex cannot operate on newly issued FCC interstitial (7.5 kHz channel spacing) frequencies. Interstitial frequencies have been issued on fires in several locations.

<sup>4</sup> The Motorola XTS2500 and XTS5000 P25 digital portable radios are fire non-compliant and removed from the approved list pending correction of a P25 talkgroup limitation.

<sup>5</sup> A Technisonic AMS-6000 Audio Panel is highly recommended when using the TDFM-6000 series radio.

<sup>6</sup> The Technisonic TDFM-6148 radio does not meet the listed conditions for single radio installations.



<sup>7</sup> This category of approved radios will be removed once the Forest Service mandates that only P25 digital radios be used.

Questions concerning radios on this list can be directed to: Bill Forsyth (208-387-5720) [bforsyth@fs.fed.us](mailto:bforsyth@fs.fed.us) (portable and mobile radios) or Frank Smith (208-387-5648) [fsmith@fs.fed.us](mailto:fsmith@fs.fed.us) (aeronautical radios).

/s/ **STEPHEN M. JENKINS**  
Chief, NIICD/NIFC