



FINANCE DEPARTMENT  
Purchasing and Contracts Division

**CONFIRMATION FORM**  
**for**  
**RECEIPT OF BID NO. 603106-13**

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

***Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.***

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**SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:**

PROJECT NO.      BID NO. 603106-13      BID PAGES: 63

DESCRIPTION:      GOVERNMENT CENTER, 1ST FLOOR, COMMISSION CHAMBERS,  
A/V SYSTEM REPLACEMENT - AUDIO UPGRADE

**SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:**

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

Company Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Area Code/Phone Number: \_\_\_\_\_

Area Code/Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please indicate the method you used to obtain this Bid Document:

\_\_\_\_\_ Internet      \_\_\_\_\_ Plan Room

**FAX THIS CONFIRMATION FORM TO: (702) 386-4914**  
**TYPE or PRINT CLEARLY**

## CLARK COUNTY, NEVADA

### INVITATION TO BID

**BID NO. 603106-13**

#### **GOVERNMENT CENTER, 1ST FLOOR, COMMISSION CHAMBERS, A/V SYSTEM REPLACEMENT - AUDIO UPGRADE**

A Pre-bid Conference will be held on **Tuesday, September 10, 2013 at 12:00 p.m.**, at the Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, Nevada 89106. If your firm is unfamiliar with the County Bid Submittal procedures and would like to obtain training on the submittal process for this Bid, please contact Chetan Champaneri, Purchasing Analyst II, at (702) 455-2729 no later than **Monday, September 9**, and a training session will be provided immediately following the pre-bid conference referenced above.

Bids will be accepted at the Clark County Government Center address specified above, on or before **Wednesday, September 18, 2013 at 3:00:00 p.m.** based on the time clock at the Clark County Purchasing and Contracts front desk. Bid Opening will immediately follow in the **Silver Conference Room** located inside the Purchasing Department.

Specifications and drawings will be available on **September 6, 2013**, at the above address. Specifications and drawings will be available on Compact Disc (CD) **only. The CD will be provided at no charge.** If the CD is to be mailed, there is a non-refundable charge of **\$5.00.** **All checks are to be made payable to the Clark County Treasurer.** Hearing impaired customers may obtain information by calling TT/TDD: Relay Nevada toll free (800) 326-6868.

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PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:  
Las Vegas Review-Journal  
September 6, 2013

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# HELPFUL BID INFORMATION

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**DID YOU KNOW THAT IMPORTANT INFORMATION RELATED TO THE PURCHASING PROCESS AT CLARK COUNTY IS AVAILABLE 24-HOURS A DAY, 7 DAYS A WEEK? HERE'S WHERE YOU CAN FIND THIS VALUABLE INFORMATION:**

## INTERNET



All Clark County solicitations are now posted on the Internet at <http://www.ClarkCountyNV.gov/Purchasing>, as well as other important and useful purchasing related information. The solicitations are listed under “**Current Opportunities.**” To locate a specific solicitation browse the list by **Number and/or Title**. You can then click on the selected solicitation **Number**, which will take you to a **Details Page, containing Project Information and links to all Project Related Documents**, with the exception of Construction Specifications and Drawings, which must be obtained directly from the Purchasing and Contracts front desk (see Pick-up and Mail instructions on the previous page).

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## PREBID CONFERENCE ATTENDANCE

### WE WANT YOU!



You have received this “Invitation to Bid” with the anticipation of doing business with Clark County. You are encouraged to attend the pre-bid conference, if one is offered; because it gives you the opportunity to ask questions you may have regarding the bid document, the bid requirements, and the bidding process. At the pre-bid conference, the entire bid document is reviewed and questions from the attendees are answered.

**\* Some pre-bid conferences have a mandatory attendance requirement; please review the bid document carefully.**

The date and time of the pre-bid conference (if applicable) is provided for on the cover page of the bid document. **SEE YOU THERE !**

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## LOCAL SMALL BUSINESS DEVELOPMENT PROGRAM



The Clark County Purchasing and Finance Division established a Business Development Program to assist local minority, women, and other small and disadvantaged business enterprises (M/W/SBE) to understand how to do business with Clark County. This program is based on the current laws and County purchasing policies and is dedicated to providing information in the effort to expand the economic prospects in the local M/W/SBE business community, while promoting full and open competition in all purchasing activities. If you have questions concerning how to prepare a bid, research information that is available to you or you would like to discuss business opportunities within Clark County, please contact Adleen Stidhum at telephone number (702) 455-7155 or via email at [abs@ClarkCountyNV.gov](mailto:abs@ClarkCountyNV.gov).

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## DISCLAIMER



The prospective bidder is responsible for obtaining all addenda, correspondence, CD data, and any other documentation issued by Clark County. Clark County is not responsible for the accuracy or completeness of any documentation the Bidder receives from **any source** other than Clark County Purchasing and Contracts Division.

# I – INSTRUCTION TO BIDDERS

BID NO. 603106-13

## GOVERNMENT CENTER, 1ST FLOOR, COMMISSION CHAMBERS, A/V SYSTEM REPLACEMENT - AUDIO UPGRADE

### 1. INTENT OF INVITATION

In accordance with the terms and conditions provided in this bid document, it is the intent of this formal Invitation to Bid to receive bids from qualified Bidders for the items specified in this document.

### 2. DEFINITIONS

- A. **Addendum:** A written document issued by COUNTY, via the Purchasing and Contracts Division, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, or corrections.
- B. **Additive/Deductive Bid Items:** An amount stated in the Bid to be added to or deducted from the contract amount for the corresponding change in the work, as described in the Bid Documents. The unit price (s) quoted shall remain firm throughout the contract term. Funding for the item(s) is provided in the Bid Form under the description of "Conflicts and Additional Work". Bidder must quote all item(s) to be responsive and considered for award.
- C. **BCC:** The Clark County Board of County Commissioners.
- D. **Bid (Bidder):** An offer, in response to a solicitation by COUNTY, to supply goods or services at a specific price and within a specified time period.
- E. **Bid (COUNTY):** A competitive solicitation by COUNTY to procure goods or services in accordance with Nevada Revised Statutes (NRS) 332.
- F. **Bid Form:** Standard printed form given to Bidders that must be completed and submitted back to COUNTY with the required information for evaluation of the bid, in correct format and sequence. Bid pages are identified herein as "Bid Form" and contain a black line in the right margin.
- G. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.
- H. **Bidder(s):** A supplier who submits a bid to COUNTY.
- I. **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Technical Specifications, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of bids, as applicable.
- J. **CONTRACT:** Contract documents include the Bidding Documents, SUCCESSFUL BIDDER'S Bid Form, all Addenda, SUCCESSFUL BIDDER'S bonds and insurance and Notice of Award letter.
- K. **COUNTY:** The term used throughout these documents to mean County of Clark, Nevada.
- L. **F.O.B. Destination:** Designates the seller will pay shipping cost and remain responsible for the goods until the buyer takes possession.
- M. **Governing Body:** Used throughout these documents to mean the Clark County Board of Commissioners.
- N. **Lot:** A group of items similar in nature and bought individually, all items in a lot must be bid on to be a responsible bidder considered for award.
- O. **Nevada Revised Statutes (NRS):** The current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada (the state constitution) and Nevada Revised Statutes. The Nevada Supreme Court interprets the law and constitution of Nevada.
- P. **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.
- Q. **Purchasing Manager:** The Clark County Purchasing Manager or their designee responsible for the Purchasing and Contracts Division.

- R. **Purchase Order:** The formal authorization by COUNTY for seller to provide goods or services to COUNTY. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.
- S. **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.
- T. **Rural:** Clark County has towns outside of the urban valley which include, but are not limited to: Laughlin, Moapa Valley, Sandy Valley, and Indian Springs.
- U. **SUCCESSFUL BIDDER:** Bidder who is the lowest responsive, responsible or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.
- V. **Urban:** This includes the contiguous urban Las Vegas Valley.

3. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please call Chetan Champaneri, Purchasing Analyst II, telephone number (702) 455-2729 or the Purchasing and Contracts Front Desk at (702) 455-2897. After award, the designated contact will be Chuck James, Real Property Management, telephone number (702) 455-5895.

4. CONTACT WITH COUNTY DURING BIDDING PROCESS

Communication between a Bidder and a member of the BCC, or between a Bidder and a non-designated COUNTY contact, regarding this bid is prohibited from the time the bid is advertised until the bid is recommended for award of a contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its bid being rejected.

5. PREBID CONFERENCE

A pre-bid conference is being held for this bid. The intent of the pre-bid conference is to review the entire bid document and answer any questions Bidders may have.

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this bid, a written Addendum will be issued by COUNTY. COUNTY shall not be bound by any oral representations, clarifications, or changes made in the written requirements or specifications by COUNTY'S employees, unless such clarification or change is provided by COUNTY in written addendum form from the Purchasing and Contracts Division.
- B. Bidder(s) shall take no advantage of any apparent error or omission in the Bidding Documents. In the event Bidder(s) discover such an error or omission, they shall immediately notify COUNTY. COUNTY will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents through the issuance of an Addendum.
- C. Addenda shall be available via mail, certified mail, fax, online or pick up by all prospective Bidders.
- D. Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued. Bidder shall acknowledge receipt of each Addendum by completing the acknowledgement space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.

7. PREPARATION OF FORMS

All bids must be submitted on the Bid Form provided in this document. **All figures must be written in ink or typed.** Figures written in pencil or containing erasures are not acceptable and may be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the bid form.

In the event there are unit price bid items provided in the Bid Form, and the total indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the total will be corrected accordingly. Mathematical errors in the Bid shall be corrected by COUNTY. If there is no cost for a unit price, the Bidder **MUST** enter "0" or write the words "NO COST."

8. BID DOCUMENTS NECESSARY FOR SUBMITTAL

Bid Form, all required attachments, and the bid security (if required) shall be included in the envelope containing the bid. These documents, together, comprise a bid. Omission of, or failure to complete, any portion of the required documents at the time of bid opening may be cause to reject the entire bid.

9. SUBCONTRACTOR INFORMATION

Bidders should submit with their bids a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE) and Nevada Business Enterprise (NBE) subcontractors for CONTRACT utilizing **Attachment 1**. The information provided in **Attachment 1** by Bidder is for COUNTY'S information only.

If there are any questions regarding **Attachment 1**, please contact Adleen Stidhum at telephone number (702) 455-7155.

11. DESCRIPTIVE LITERATURE

Bidder may be requested to provide the latest printed specifications and advertising literature on the product(s) offered on its Bid Form.

12. PRODUCTS**New Product:**

SUCCESSFUL BIDDER shall guarantee that the product provided to COUNTY shall be new, and of the latest and most improved model of current production, and shall be of first quality as to workmanship and materials used in said units.

A new product is defined as a product that is made up completely of unused, genuine, original parts. The product shall not have been operated for any purpose other than routine operational testing. A demonstrator product does not meet this definition and is not acceptable.

13. TEST MODELS

COUNTY may request, at no cost to COUNTY, that the apparent low Bidder provide a test model of the product offered. The performance, characteristics and components of the model submitted for inspection and testing shall be considered a representative model of the product proposed and intended for delivery. Any product tested and found not meeting the minimum requirements of these specifications will not be considered for award of this bid.

14. ORDER QUANTITIES AND UNIT PRICING

Unit pricing for the items listed in this bid shall be reflective of the unit of measure of "each." This bid expressly prohibits "minimum order quantity" practices. All invoices shall reflect the pricing for the exact quantities received.

15. DISCOUNT TERMS OF PAYMENT

Terms of payment, as listed on the Bid Form, shall be defined as the amount of discount offered by Bidder to COUNTY if payment is made within a specified time frame.

Examples:

Terms of Payment: 2%, Net thirty (30) Calendar Days.

A 2% payment discount will be deducted from the purchase price if the invoice is paid within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product or service, whichever is later.

Terms of Payment: 0%, Net thirty (30) Calendar Days.

No payment discount is offered and payment is due within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product or service, whichever is later.

**No prompt payment discount will be considered by COUNTY in the bid evaluation process unless the discount period offered by Bidder is thirty (30) calendar days or more.**

16. ADDITIONAL BIDS

Bidders may submit more than one bid as long as all such bids comply with, or exceed, the bid terms, conditions and specifications.

17. DEVIATIONS TO TERMS AND CONDITIONS

Any additional agreements, terms, conditions, or exceptions to the bid requirements that are submitted with Bidder's Bid Form may be considered substantial deviations from the bid requirements and be cause for rejection.

18. DURATION OF OFFER

All offers (bids) submitted in association with this Invitation to Bid shall be considered firm offers for a period of ninety (90) calendar days after the date of bid opening in order to allow COUNTY to evaluate and consider award, unless the offer is further extended in writing and agreed upon by both parties.

19. BIDDER'S REPRESENTATION

**Each Bidder by submitting their Bid represents that:**

- A. Bidder has read and understands the Bidding Documents and asserts that its bid is made in accordance therewith and shall be considered a firm offer for a period of ninety (90) calendar days following the opening of bids. The Bidder's offer may expire at the end of the ninety (90) calendar day period.
- B. Bidder has visited the project site and is familiar with the local conditions under which the work is to be performed. The project site is open for guided tour, from COUNTY'S designated contact and consultant, directly after the scheduled prebid and on September 11, 2013 and September 12, 2013 at 2:00 p.m.
- C. **Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued; Bidder shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.**

20. SUBMISSION OF BIDS

**All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the bid number and title.** Bidders are requested to submit one (1) original and one (1) copy of the Bid Form and one (1) copy of all requested attachments unless otherwise specified. No responsibility will attach to COUNTY, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped after 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. **FAXED OR ELECTRONICALLY SUBMITTED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/ mailing instructions for bids:

HAND DELIVERY

U.S. MAIL DELIVERY

EXPRESS DELIVERY

Clark County Government Center  
 Purchasing and Contracts Division,  
 4th Floor  
 500 South Grand Central Parkway  
 Las Vegas, Nevada 89106

Clark County Government Center  
 Attn: Purchasing and Contracts, 4th  
 Floor  
 500 South Grand Central Parkway  
 P.O. Box 551217  
 Las Vegas, Nevada 89155-1217

Clark County Government Center  
 Attn: Purchasing and Contracts, 4th  
 Floor  
 500 South Grand Central Parkway  
 Las Vegas, Nevada 89106

**Regardless of the method used for delivery, Bidder shall be wholly responsible for the timely delivery of its bid. Overnight Mail must use the EXPRESS DELIVERY instructions.**

**Any bids submitted via a third party courier must be sealed in a separate envelope from courier's packaging to allow for proper recording of receipt.**

**Bidders and other interested parties are invited to attend the bid opening.**

21. COST TO PREPARE AND SUBMIT RESPONSE

All costs incurred in the preparation and submission of responses to this Invitation to Bid shall be the responsibility of the Bidder.

22. WITHDRAWAL OF BID

A. Before Bid Opening

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the Purchasing Analyst in writing, or a bid release form has been properly completed and submitted to the Purchasing and Contracts Division reception desk. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

B. After the Bid Opening

All responsive and responsible bids received are considered firm offers for a period of ninety (90) calendar days. Bidder's offer will expire after ninety (90) calendar days unless the offer is further extended in writing by Bidder and agreed upon by both parties. If Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsible if responding to future invitations to bid or may be required to forfeit its bid bond (if applicable).

23. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, availability of repair parts, experience, terms of payment, qualifications, past performance, performance or delivery dates, quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of CONTRACT, and other objective and accountable factors which are reasonable. COUNTY has the option to accept additional promotional specials, discounts or trade-in allowances offered by SUCCESSFUL BIDDER during the term of CONTRACT but these offers will not be part of the determination for award of this bid unless otherwise specified.

In accordance with NRS 332.065.3, COUNTY may re-award CONTRACT if SUCCESSFUL BIDDER is found to be in breach of contract. Re-awarding the CONTRACT by COUNTY is not a waiver of any liability of the initial Bidder awarded CONTRACT.

24. REJECTION OF BID

COUNTY reserves the right to reject any and all bids received by reason of this request. COUNTY reserves the right to waive any minor informality or irregularity.

25. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and their bids may be rejected for any of, but not limited to, the following causes:

- A. Failure to use the specified Bid Form furnished by COUNTY.
- B. Lack of signature by an authorized representative.
- C. Failure to properly complete the Bid Form.
- D. Evidence of collusion among Bidders.
- E. Unauthorized alteration to content of the Bid Form.
- F. Failure to acknowledge all addenda issued.

26. TIE-BIDS

A tie-bid is defined as an instance where bids are received from two (2) or more Bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and COUNTY can justify awarding to Bidder with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the Instruction to Bidders. When a drawing is necessary, Bidder(s) involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

27. NOTIFICATION OF INTENT TO AWARD

COUNTY will issue to all Bidders a formal letter of "Notification of Intent to Award." This notice will confirm COUNTY'S determination of the lowest responsive and responsible Bidder.

28. PROTESTS

- A. Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of CONTRACT may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated and be accompanied by required bond. The protest must be submitted in writing to the Purchasing Analyst, within five (5) business days after COUNTY issued a "Notification of Intent to Award" letter. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing Analyst will issue a decision in writing to the protestor. Within three (3) business days of receipt of the decision, a protestor MUST submit to the Purchasing Manager its written notice of intent to appeal the decision to the BCC. The Purchasing Manager or their designee will notify the protestor of the date they may appear to present their appeal to the BCC. Protestor MUST submit to the Purchasing Manager fifteen (15) copies of any documents protestor intends to present to the BCC and all documents MUST be submitted ten (10) calendar days prior to the BCC meeting. The decision of the BCC will be final. The BCC is not required to consider protests unless this procedure is followed.

- B. Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashiers check, money order or certified check, to COUNTY who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:
- (1) 25% of the total value of the bid submitted by Bidder filing the notice of protest; or
  - (2) \$250,000
- C. The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of CONTRACT until the BCC makes a determination on the protest.
- D. A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BCC has made a determination on the protest and awards CONTRACT.
- E. Neither the BCC nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.
- F. If the protest is upheld by the BCC, the bond posted or other security submitted with the notice of protest must be returned to Bidder who posted the bond or submitted the security. If the protest is rejected by the BCC, COUNTY may make a claim against the bond or other security in an equal amount to the expenses incurred by COUNTY 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.

29. METHOD OF AWARD

Award will be made to the lowest responsive and responsible Bidder grand total contingent upon the submission of all requested documents after award within the timelines specified, unless an extension is approved by the Owner. Bidders must bid on all items to be considered responsive.

30. LETTER OF AWARD

Award of this bid will be by "Letter of Award" issued by the Purchasing Analyst. CONTRACT shall include this Bid Document, any associated Addendums, and the Bid Form as signed by SUCCESSFUL BIDDER.

31. INITIAL TERM

The initial term of CONTRACT shall be from date of award through one (1) year after the completion of project as identified within Special Condition, Item No. 3 – Completion Schedule and acceptance of project as identified within Attachment 4, item No. 3.21 – Inspection and Test Upon Completion.

32. INSURANCE

SUCCESSFUL BIDDER shall carry Commercial General Liability and Automobile Liability Insurance, in the amount of no less than \$1,000,000 per occurrence, \$2,000,000 aggregate during the term of CONTRACT.

SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate and a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, unless SUCCESSFUL BIDDER is a Sole Proprietor and shall be required to submit an affidavit **Attachment 3** indicating that it has not elected to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

SUCCESSFUL BIDDER shall include the cost of the insurance coverage in its bid price(s). SUCCESSFUL BIDDER shall provide COUNTY with proof of insurance as specified within five (5) business days after COUNTY request.

SUCCESSFUL BIDDER shall obtain and maintain the insurance coverage required in **Attachment 2**, incorporated herein by this reference. SUCCESSFUL BIDDER shall comply with the terms and conditions set forth in **Attachment 2**. All Bidders shall include the cost of the insurance coverage in their bid price(s).

33. FAILURE TO MAINTAIN COVERAGE

If SUCCESSFUL BIDDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order SUCCESSFUL BIDDER to stop the work, declare SUCCESSFUL BIDDER in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from SUCCESSFUL BIDDER or deduct the amount paid from any sums due SUCCESSFUL BIDDER under CONTRACT.

34. LIGUIDATED DAMAGES – INSURANCE SUBMITTAL

If SUCCESSFUL BIDDER does not provide the insurance submittals on or before the 5<sup>th</sup> business day, SUCCESSFUL BIDDER will pay over to COUNTY the amount of \$1,000.00 per calendar day as liquidated damages. If SUCCSSFULL BIDDER does not keep the insurance policy in effect or allows them to lapse, SUCCESSFUL BIDDER will pay over to COUNTY the amount of \$1,000.00 per business day as liquidated damages.

35. OPERATIONAL SYSTEMS

SUCCESSFUL BIDDER shall furnish a completely operational system whether or not all items necessary to make the system operational are specified.

36. COOPERATION BY SUCCESSFUL BIDDER(S)

SUCCESSFUL BIDDER may be required to cooperate and coordinate with other trades performing services on COUNTY'S property. This cooperation or coordination shall be deemed as part of SUCCESSFUL BIDDER'S performance under CONTRACT.

37. Conflicts and Additional Work

\$10,000.00 has been entered into the Bid Schedule on the Bid Form as "Conflict and Additional Work." This work may consist of repairing, rebuilding, relocating, replacing, of the audiovisual system which cannot be performed by extending Bid items and which are not shown on the plans, or not otherwise covered in the Technical Specifications. SUCCESSFUL BIDDER shall submit in writing a cost breakdown to include labor, materials required and time to complete to the COUNTY's Designated Contract for review with the consultant.

This work shall not be performed until the SUCCESSFUL BIDDER is instructed to proceed by the County Designated Contact in writing. The Contractor and the Construction Management Inspector will keep strict account of all costs involved with this item of work.

38. STATE OF NEVADA LEGAL HOLIDAYS

SUCCESSFUL BIDDER is advised that below there are ten (10) firm legal holidays and eleven (11) when December 31st falls on Friday.

- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Nevada Admission Day
- Veteran's Day
- Thanksgiving Day and the Friday After
- Christmas Day
- New Year's Day

SUCCESSFUL BIDDER is required to verify dates with COUNTY'S representative prior to the commencement of work.

39. QUESTIONS

The deadline for submitting questions is April 11, 2013 at 5:00 p.m. All questions shall be submitted in writing to Chetan Champaneri via email at chetanc@clarkcountynv.gov. Please identify the Bid title on the subject line of the message.

## II -GENERAL CONDITIONS

BID NO. 603106-13

### GOVERNMENT CENTER, 1ST FLOOR, COMMISSION CHAMBERS, A/V SYSTEM REPLACEMENT - AUDIO UPGRADE

#### 1. ARBITRATION

All claims that may arise between COUNTY and SUCCESSFUL BIDDER concerning any provisions of CONTRACT which cannot be settled and which have not been waived by the making and acceptance of final payment or any progress payment may be submitted to and be determined and settled by arbitration in the manner set forth in this paragraph. Either COUNTY or SUCCESSFUL BIDDER may initiate arbitration by providing written notice of the arbitration, prior to commencement of litigation, to the party against whom a claim is being made. The party initiating arbitration shall appoint and name a party arbitrator in the notice of arbitration submitted to the party against whom the claim is made.

The notice of arbitration shall include the following:

- A. a formal demand by the party initiating arbitration that the dispute be referred to arbitration;
- B. the names, addresses and telephone numbers of the parties;
- C. a reference to any CONTRACT provisions from which the dispute arises;
- D. a plain description and complete statement of the claim and a showing of entitlement to relief;
- E. the relief or remedy sought and the amount money claimed;
- F. the notice of appointment and name, address and telephone number of a party arbitrator of the party initiating the claim;
- G. if SUCCESSFUL BIDDER is the initiating party and if the claim is made by a subcontractor, a written statement by SUCCESSFUL BIDDER that it agrees with the merits and amount of the claim; and
- H. if SUCCESSFUL BIDDER submits a total cost or modified total cost claim then SUCCESSFUL BIDDER must submit documents showing: 1) that the nature of the particular losses make it impossible or highly impractical to determine the losses with a reasonable degree of accuracy; 2) that the bid was realistic; 3) that the actual costs are reasonable; 4) that SUCCESSFUL BIDDER was not responsible for added expenses; and 5) that COUNTY, and not anyone else, is responsible for the additional cost.

The notice to arbitrate shall be null and void if it does not include the documents and information set forth in (a) through (i) above, or if received beyond the time allowed by statute for the presentation of a claim to the Board of County Commissioners or filing of a lawsuit, whichever occurs first, presenting the same claims as those presented in the notice to arbitrate. Within thirty **(30) calendar days** after receipt of such notice, the party receiving notice shall, in writing to the notifying party, appoint another arbitrator, and, in default of said second appointment, the arbitrator first appointed shall be sole arbitrator and shall proceed in the same manner as hereinafter provided for three arbitrators. When two arbitrators have been appointed as aforesaid, they shall, if possible, agree upon a third arbitrator and shall appoint by notice in writing, signed by both of them given to COUNTY and SUCCESSFUL BIDDER. If thirty **(30) calendar days** elapse after the appointment of the second arbitrator without notice of appointment of the third arbitrator being given, as aforesaid, then either party may, in writing, require that the American Arbitration Association or the Nevada Arbitration Association appoint the third arbitrator. Upon appointment of a third arbitrator, the three arbitrators shall meet without delay and shall proceed to a determination of the dispute in accordance with the construction industry rules of arbitration of the American Arbitration Association, and with the provisions of the Uniform Arbitration Act, NRS 38.015 B 38.205, inclusive. In the event of a conflict between the two, the Nevada Revised Statutes will prevail. The arbitration panel or arbitrator may authorize discovery as provided in NRS 38.08. The expedited procedures contained in the construction industry arbitration rules shall be utilized to the maximum extent possible.

Alternatively, in lieu of the appointment of three arbitrators as set forth above, the parties may stipulate to a sole arbitrator mutually agreeable to both parties. Upon appointment of a sole mutually agreeable arbitrator, the sole arbitrator shall proceed to a determination of the dispute in accordance with the procedure set forth in the previous paragraph.

The decisions of the arbitrator/arbitrators shall be binding on both COUNTY and SUCCESSFUL BIDDER to the extent set forth under Nevada law. Judgment upon any arbitration award or an order for enforcement may be entered by any court having jurisdiction. COUNTY and SUCCESSFUL BIDDER shall each pay their own attorney's fees, party arbitrator fees and all costs and expenses associated with the arbitration including their own costs for preparation of and presentation of all claims prior to and through the arbitration period. The cost for the third arbitrator shall be assessed equally against both parties and shall be paid one-half by COUNTY and one-half by SUCCESSFUL BIDDER. Neither party shall be entitled to an award of interest.

SUCCESSFUL BIDDER shall carry on the work and maintain progress during any arbitration, court proceedings or any other dispute including those contained in this General Condition, unless otherwise mutually agreed upon in writing. Binding arbitration conducted in accordance with this General Condition shall take place in Clark County, Nevada.

2. ASSIGNMENT OF CONTRACTUAL RIGHTS

SUCCESSFUL BIDDER will not assign, transfer, convey or otherwise dispose of CONTRACT or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of COUNTY and any sureties.

3. AUDITS

The performance of CONTRACT by SUCCESSFUL BIDDER is subject to review by COUNTY to insure CONTRACT compliance. SUCCESSFUL BIDDER agrees to provide COUNTY any and all information requested that relates to the performance of CONTRACT. All requests for information will be in writing to SUCCESSFUL BIDDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension or termination of CONTRACT.

4. AUTHORITY

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

5. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. In accordance with NRS 239.010, Bidders shall not include any information in their bid that they would not want to be released to the public. Any bid submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, may be returned to Bidder and may not be considered for award.

6. CLARK COUNTY'S PROPERTY

All property owned by COUNTY and furnished to SUCCESSFUL BIDDER for the purpose of performance under this Bid will be identified and marked as COUNTY'S property and adequately insured by SUCCESSFUL BIDDER for COUNTY'S protection. In the event that COUNTY'S property becomes lost or damaged to any extent while in SUCCESSFUL BIDDER'S possession from any cause, including faulty workmanship or negligent acts by SUCCESSFUL BIDDER, its agents or its employees, SUCCESSFUL BIDDER agrees to replace such property or reimburse COUNTY for the value or expense of replacement, whichever is greater, in accordance with COUNTY request.

7. COLLECTION AND PAYMENT OF SALES TAX

In accordance with NRS 372.123, any Bidder that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

8. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to NRS 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

9. CONSUMPTION ESTIMATES

The quantities appearing in the Bid Form are approximate only and are prepared for the solicitation of bids. Payment to SUCCESSFUL BIDDER will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without, in any way, invalidating bid prices.

10. CONTRACT AMENDMENTS

Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, COUNTY reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of SUCCESSFUL BIDDER'S obligations under CONTRACT, in whatever manner COUNTY determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to CONTRACT be made during CONTRACT term, a written amendment detailing those elements shall be executed by SUCCESSFUL BIDDER and the BCC or their authorized representative.

11. DISCLOSURE OF OWNERSHIP / PRINCIPALS

Any Bidder recommended for award of CONTRACT by the Board of County Commissioners is required to provide the information on the attached "Disclosure of Ownership/Principals" form. The form shall be submitted to COUNTY within twenty-four (24) hours after request. Failure to fill out the subject form by Bidders shall be cause for rejection of the bid.

12. DRUG-FREE WORKPLACE

SUCCESSFUL BIDDER agrees to comply with all applicable state and federal laws regarding a drug-free workplace. SUCCESSFUL BIDDER shall make a good faith effort to ensure that all of its employees, while working on COUNTY property, will not purchase, use, be under the influence of, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

13. EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, SUCCESSFUL BIDDER agrees that it will not employ unauthorized aliens in the performance of CONTRACT.

14. FEDERAL, STATE, LOCAL LAWS

All Bidders shall comply with all Federal, State and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

15. FISCAL FUNDING OUT

COUNTY reasonably believes that funds can be obtained sufficiently to make all payments during the term of CONTRACT. If COUNTY does not allocate funds to continue the purchase of the product or service, in accordance with NRS 354.626, CONTRACT shall be terminated when appropriated funds expire.

16. FORCE MAJEURE

SUCCESSFUL BIDDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. SUCCESSFUL BIDDER shall provide COUNTY satisfactory evidence that non performance is due to cause other than fault or negligence on its part.

17. GOVERNING LAW/VENUE OF ACTION [GOODS, SERVICES]

CONTRACT shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

18. GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

The bidding and CONTRACT documents include various divisions, sections, and conditions which are essential parts for the work to be provided by SUCCESSFUL BIDDER. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for complete work. In case of discrepancy, the following precedence will govern:

- A. Amendment
- B. General Conditions
- C. Addenda
- D. Instructions to Bidders
- E. Federal Requirements (If Applicable)
- F. Special Conditions
- G. Technical Specifications

19. INDEMNITY

SUCCESSFUL BIDDER agrees, by entering into CONTRACT, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend, and hold COUNTY harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of SUCCESSFUL BIDDER or its principals, employees, subcontractors or other agents while performing services under CONTRACT. SUCCESSFUL BIDDER shall indemnify, defend, and hold harmless COUNTY for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

20. INVOICING

Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety (90) calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250 COUNTY shall not provide payment on any invoice SUCCESSFUL BIDDER submits after six (6) months from the date SUCCESSFUL BIDDER provides goods, performs services, or provides deliverables or milestones.

All invoices should include the following information:

- A. Company Name
- B. Complete Address (including street, city, state, and zip code)
- C. Telephone Number
- D. Contact Person
- E. Itemized description of products delivered (including quantities) or services rendered (including dates)
- F. Clark County Purchase Order Number
- G. Company's Tax Identification Number
- H. Bid Number
- I. Itemized pricing and total amount due (excluding Sales and Use Tax)
- J. Percentage Discounts/ Payment Terms (if offered)
- K. Company's Invoice Number

SUCCESSFUL BIDDER is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form. If overcharges are found, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

21. INVOICE AUDITS

SUCCESSFUL BIDDER shall provide to COUNTY, within ten (10) business days of COUNTY'S request, a report to validate that the price(s) charged are in accordance with the price(s) offered on SUCCESSFUL BIDDER'S Bid Form. The format of the report will depend on the pricing structure provided on the Bid Form. The report shall be subject to review and approval by COUNTY'S using department(s) and Internal Audit Department. Discrepancies found in the report will require SUCCESSFUL BIDDER to update the report no later than five (5) business days after notification by COUNTY. In the event that SUCCESSFUL BIDDER undercharged COUNTY, COUNTY shall reimburse SUCCESSFUL BIDDER within ten (10) business days. In the event that SUCCESSFUL BIDDER overcharged COUNTY, SUCCESSFUL BIDDER shall reimburse COUNTY within ten (10) business days. If overcharges are found, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

22. NON-DISCRIMINATION

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

23. NON-ENDORSEMENT

As a result of the selection of SUCCESSFUL BIDDER to supply goods or services, COUNTY is neither endorsing nor suggesting that SUCCESSFUL BIDDER'S service is the best or only solution. SUCCESSFUL BIDDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

24. OUT OF STATE SUPPLIERS

Out of state suppliers shall accept collect calls or provide a toll free telephone number for the placement of orders.

25. PARTIAL PAYMENTS

Partial payment requests will be accepted only at the sole discretion of COUNTY.

26. PATENT INDEMNITY

A. SUCCESSFUL BIDDER hereby indemnifies and shall defend and hold harmless COUNTY, its officers, employees, agents, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by COUNTY, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under CONTRACT by SUCCESSFUL BIDDER, or out of the processes or actions employed by, or on behalf of SUCCESSFUL BIDDER in connection with the performance of CONTRACT. SUCCESSFUL BIDDER shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by COUNTY; provided that COUNTY or its County Designated Contact shall have notified SUCCESSFUL BIDDER upon becoming aware of such claims or actions, and provided further that SUCCESSFUL BIDDER'S aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by COUNTY.

B. SUCCESSFUL BIDDER shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of CONTRACT.

27. PUBLIC RECORDS

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All bid documents are available for review following the bid opening.

28. PURCHASE ORDERS

The Purchasing and Contracts Division will issue a purchase order(s) which will authorize SUCCESSFUL BIDDER to deliver and invoice for the product(s) or service(s) offered.

29. RIGHT OF INSPECTION AND REJECTION

All goods and services purchased under this bid will be subject to inspections, tests and approval/acceptance by COUNTY. It is acknowledged that many of the goods contained in closed packages may not be inspected until such time as they are used, and that the inspections and rejection rights will continue until those packages are opened and inspected, notwithstanding prior payment. If specifications or warranties are not met, material and equipment will be returned at SUCCESSFUL BIDDER'S expense. Nonconforming goods may be returned to SUCCESSFUL BIDDER freight collect at which time risk of loss will pass to SUCCESSFUL BIDDER upon COUNTY'S delivery to common carrier or retrieved by SUCCESSFUL BIDDER at which time risk of loss will pass to SUCCESSFUL BIDDER at time of retrieval.

30. SEVERABILITY

If any terms or provisions of CONTRACT shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of CONTRACT shall remain in full force and effect.

31. SUBCONTRACTS

Services specified in CONTRACT shall not be subcontracted by SUCCESSFUL BIDDER, without the written approval of COUNTY. Approval by COUNTY of SUCCESSFUL BIDDER'S request to subcontract or acceptance of or payment for subcontracted work by COUNTY shall not in any way relieve SUCCESSFUL BIDDER of responsibility for the professional and technical accuracy and adequacy of the services performed. SUCCESSFUL BIDDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of services performed under CONTRACT by SUCCESSFUL BIDDER'S subcontractor.

32. SUBCONTRACTOR / INDEPENDENT CONTRACTOR

SUCCESSFUL BIDDER represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. SUCCESSFUL BIDDER shall act as an independent SUCCESSFUL BIDDER and not as the agent of COUNTY in performing CONTRACT. SUCCESSFUL BIDDER shall maintain complete control over its employees and all of its Subcontractors. Nothing contained in CONTRACT or any subcontract awarded by SUCCESSFUL BIDDER shall create any contractual relationship between any such Subcontractor and COUNTY. SUCCESSFUL BIDDER shall perform all work in accordance with its own methods subject to compliance with CONTRACT.

33. SUSPENSION BY THE COUNTY FOR CONVENIENCE

- A. COUNTY may, without cause, order SUCCESSFUL BIDDER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as COUNTY may determine.
- B. In the event COUNTY suspends performance of SUCCESSFUL BIDDER for an aggregate period in excess of sixty (60) calendar days, SUCCESSFUL BIDDER shall be entitled to an equitable adjustment of the compensation payable to SUCCESSFUL BIDDER under this Bid to reimburse SUCCESSFUL BIDDER for additional costs occasioned as a result of such suspension of performance by COUNTY. Equitable adjustment shall be based on appropriated funds and approval by COUNTY.
- C. No equitable adjustment will be made if performance is, was or would have been so suspended, delayed or interrupted by another cause for which SUCCESSFUL BIDDER is responsible.

34. TAXES

COUNTY is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (NRS) 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-6000028). A copy of the tax exempt letter is available upon request. The bid price(s) must be net, exclusive of these taxes.

35. TERMINATION FOR CAUSE

If SUCCESSFUL BIDDER fails to perform in accordance with the agreed terms, conditions, or warranties applicable to CONTRACT, COUNTY may **immediately** terminate all or part of CONTRACT upon written notice of intent to terminate without any liability by COUNTY to SUCCESSFUL BIDDER. In the event of termination for cause, COUNTY may cancel any delivery or service and purchase the product or service elsewhere on such terms or in such manner as COUNTY may deem appropriate and SUCCESSFUL BIDDER shall be liable to COUNTY for any excess cost or other expenses incurred by COUNTY.

36. TERMINATION FOR CONVENIENCE

COUNTY reserves the right to terminate CONTRACT in whole or part at any time whenever COUNTY shall determine that such a termination is in the best interest of COUNTY without penalty or recourse upon thirty (30) calendar days written notice of intent to terminate. In the event that COUNTY elects to terminate CONTRACT, the termination request will be submitted to the BCC or the Clark County Finance Department for approval.

37. TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to COUNTY until material is delivered to the specific location, quantities are verified, and the material is inspected for damage or service is completed as specified.

38. USE BY OTHER GOVERNMENT ENTITIES

Nevada Revised Statutes 332.195 allows local governments to join or use the contracts of other local governments or the State of Nevada, with the authorization of contracting Supplier.

39. WARRANTY

SUCCESSFUL BIDDER warrants that the goods and services covered under this bid will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable and of good material and workmanship, free from defects and will be fit and sufficient for the purposes intended. SUCCESSFUL BIDDER shall guarantee all workmanship, materials, and equipment they have furnished for a period of one (1) year after the final acceptance of the equipment or materials or for the length of the current manufacturer's warranty, whichever is longer. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by COUNTY, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. Acceptance or receipt of payment for goods or services shall not constitute a waiver of any warranty.

# III - SPECIAL CONDITIONS

BID NO. 603106-13

## GOVERNMENT CENTER, 1ST FLOOR, COMMISSION CHAMBERS, A/V SYSTEM REPLACEMENT - AUDIO UPGRADE

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Name of Firm

### 1. DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER

Apparent low Bidder shall furnish the following information and documents within twenty-four (24) hours of COUNTY'S request:

- A. SUCCESSFUL BIDDER shall designate a Project Manager to provide contract management and oversight. Provide name, phone number and e-mail address of Project Manager.
- B. SUCCESSFUL BIDDER shall provide written verification that they meet the requirements of Item No. 2, General Requirements, subsection A, B, C, D, E, and F. Failure to provide the said documentation may result in the Bidder being deemed as non-responsive and therefore their bid being rejected.

### 2. GENERAL REQUIREMENTS

- A. SUCCESSFUL BIDDER shall be a firm with at least five (5) years' experience in the fabrication, assembly, and installation of audio-visual systems of similar magnitude and quality as specified herein, and shall provide documentation if required by COUNTY. Prior work by employees while working for another firm shall not be considered as acceptable for the 5 year qualification. If requested by COUNTY, this documentation must identify, specifically, similar projects of the same or greater magnitude. Of those projects noted, the bidder must provide current contact names and telephone numbers, as well as a job description with a clear delineation between labor and equipment costs, as well as duration of project. The descriptions supplied must clearly indicate the firm submitting the bid response has actively been involved in these projects and that the firm has actively been involved for at least five years in projects of this magnitude
- B. The supervisor of the work of this section shall have at least five (5) years direct professional experience with devices, equipment, and system installation of the type and scope specified herein
- C. At least one supervisory level staff person shall have CTS-I or CTS-D Certification. SUCCESSFUL BIDDER shall submit a copy of the CTS-I or CTS-D certificate with the bid.
- D. All personnel engaged in the installation of this Section shall have at least three (3) years direct experience with devices, equipment, and system installations of the type and scope specified herein
- E. Evidence of an in-house electronic service department
  - 1. List names and certifications of full-time service technicians
  - 2. List in-house electronic service and test equipment owned by the SUCCESSFUL BIDDER.
- F. Successful Bidder shall maintain on staff, personnel certified by the manufacturers of the equipment specified. Successful Bidder shall provide evidence of certification(s) owned.
- G. Successful Bidder shall provide evidence showing which of the specified manufacturers their firm is a factory direct authorized distributor of
- H. SUCCESSFUL BIDDER shall provide all labor, material, cables, hardware, and equipment for the satisfactory completion of furnish and installation of new audio visual (AV) equipment, and all incidentals, in accordance with the specification herein and attached hereto, for the completion and fully operational Audio Visual System collectively as a whole.
- I. SUCCESSFUL BIDDER shall be required to provide all required training on the AV system as required herein.
- J. SUCCESSFUL BIDDER shall be flexible and agree to cooperate with the COUNTY'S schedule at all times.
- K. Installation of AV equipment by SUCCESSFUL BIDDER shall be in accordance with all local and state regulations, ordinances, rules, codes, standards and lawful orders of public authorities bearing on performance of the Work.
  - 1. If SUCCESSFUL BIDDER fails to meet the requirement of Item number 1 (D), above, shall make all necessary corrections to meet said regulations, codes, and standards at no cost to COUNTY. SUCCESSFUL BIDDER shall complete all applicable corrections within 3 business days from notification from COUNTY.

### 3. COMPLETION SCHEDULE

- A. Time is of the essence and failure to meet the specified time to complete the work to be performed shall constitute breach of the Contract and may result in termination of the Contract.

The SUCCESSFUL BIDDER, upon becoming the awarded SUCCESSFUL BIDDER, shall commence the work to be performed on the date set by the COUNTY's departmental representative in the written Notice to Proceed, continuing the work in accordance with the approved schedule and shall complete the entire work within eight (8) calendar days from the date specified in the Notice to Proceed. The time frame that the SUCCESSFUL BIDDER shall have to furnish and install the system as defined herein is briefly described below along with other significant milestones. Further, separable portions of the work may be subject to milestone or specific dates as established in this document. The SUCCESSFUL BIDDER shall complete all work or separable portions of work in accordance with specified milestones or specific dates and in accordance with these specifications. Any costs associated with the overtime, which may be required to complete the project in time, and/or milestones specified shall be solely the responsibility of the Contractor and shall have been included in the bid amount(s).

1. Notice of Intent to Award: September 19, 2013
2. Notification of Award: September 26, 2013
3. SUCCESSFUL BIDDER to submit Insurance certificate by : October 4, 2013
4. Notice to Proceed issued by COUNTY'S designated contact: October 4, 2013
5. Installation time period: October 24, 2013 through November 2, 2013.
6. COUNTY/Consultant AV System Inspection to ensure AV system is fully operational and functional. SUCCESSFUL BIDDER shall be present during this period: November 3, 2013 through November 4, 2013.
7. Initial training of COUNTY personnel of AV System, the balance of training will be provided at a later date: November 3, 2013 through November 4, 2013.

- B. Item numbers 1 through 4 dates are subject to change.

- C. Item numbers 5 through 7 hard dates not subject to change due to room availability.

### 4. TECHNICAL SPECIFICATIONS

- A. The "Work" of this Bid to be performed by the SUCCESSFUL BIDDER is located at the Commission Chambers located at Government Center, 1<sup>st</sup> Floor, 500 S. Grand Central Parkway, Las Vegas, NV. The "work" is described herein and in Attachment 4: Audiovisual System Replacement Technical Specifications, and Attachment 5 – Audiovisual Systems Drawings, attached hereto and incorporated into this Bid by this reference.

- B. The work to be completed for this project is broken down into the following subsystems with a brief description of major pieces of equipment covered:

1. Audio Core System Replacement
  - a. Commissioner, Management, Staff & Clerk Intelligent Microphone System
  - b. Gallery Microphone System (podium, wireless and press feeds)
  - c. Integration of video system components into audio system
  - d. Chambers sound reinforcement system
  - e. Commissioner, Management, Staff & Clerk sound reinforcement system
  - f. Telephone call-in system
2. Intercom System Replacement
  - a. Intercom connectivity between A/V Control Room and BCC Tech Core
  - b. Intercom connectivity between A/V Control Room and Staff Location
3. Presentation Timer System
  - a. Count-down timer system
  - b. Countdown timers at podium locations
  - c. Countdown timer displays
  - d. Countdown timer control

4. CATV Content Capture System
    - a. Replacement of existing analog television recording system to one that can record digital television
  5. Lobby Agenda Item Display
    - a. Addition of second flat panel display in lobby for display of agenda items
- C. Installation shall be performed during the scheduled dates of July 19, 2013 from 12:00 a.m. through July 28, 2013 at 11:59 p.m, which may be subject to change and shall in no way invalidate the bid pricing of the SUCCESSFUL BIDDER, during the hours of 12:00 a.m. through 11:59 p.m.
1. AV System Inspection by COUNTY and Consultant will take place during normal business days and hours for COUNTY which is 7:00 a.m. through 5:00 p.m. PST. Any work performed outside of the normal jobsite hours that is not required or requested by COUNTY, shall be performed without additional expense to COUNTY.

5. SUPERVISION

- A. Supervision: SUCCESSFUL BIDDER shall adhere to the following requirements herein:
1. Submit name of the individual authorized to receive documents and be responsible for informing others in SUCCESSFUL BIDDER's employ or Subcontractors of changes to the Work.
  2. Furnish in writing within twenty-four (24) hours after notification from COUNTY, written phone numbers or instructions on how to contact key personnel. Key personnel shall be as noted below. These individuals shall be competent and shall have the appropriate technical knowledge and experience and be acceptable to OWER, Architect, County Designated Contact and Consultant during the entire installation.
    - a. Supervisor(s).
    - b. Project Manager.
    - c. COUNTY or Partner of the SUCCESSFUL BIDDER under Contract.
  3. Supervisor(s) shall be present at the project site at all time for each day that installation work is progressing, or that is a normal business day until all punch list items have been corrected.
    - a. Supervisor(s) shall also be present at the project site during all work performed at other than the above times.
    - b. Arrange to have Supervisor(s), or an approved alternate Supervisor with the authority and capacity to make decisions or receive instructions and react accordingly, available by cellular phone and/or radio on a 24-hour a day, 7-day a week basis throughout this Contract.
  4. At the COUNTY's sole discretion, the COUNTY shall request and require, in writing, the replacement of a Supervisor and/or Project Manager.
  5. Supervisor(s) shall not be replaced at SUCCESSFUL BIDDER's request, except in case of an emergency as approved by COUNTY or upon mutual agreement by COUNTY and SUCCESSFUL BIDDER. Any subsequent substitution, if approved, will require full time presence on-site of SUCCESSFUL BIDDER's Project Manager in addition to Supervisor.
  6. If SUCCESSFUL BIDDER does not respond to a call within one hour, and a situation exists requiring SUCCESSFUL BIDDER's action; COUNTY may take appropriate action at SUCCESSFUL BIDDER's expense. SUCCESSFUL BIDDER, by failing to respond to the call, shall waive any rights to claims caused by COUNTY's action.
- B. Performance of the Work:
1. Perform all work as may be necessary to complete the Contract in a satisfactory and acceptable manner. COUNTY will make the final determination on what is satisfactory and an acceptable manner.
  2. Supervise and direct the Work, using SUCCESSFUL BIDDER's best skills and attention.
  3. SUCCESSFUL BIDDER shall be solely responsible for and have control over installation/work means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.
  4. SUCCESSFUL BIDDER shall be responsible to COUNTY for acts and omissions of SUCCESSFUL BIDDER's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a contract.

5. SUCCESSFUL BIDDER shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of COUNTY in COUNTY's administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than SUCCESSFUL BIDDER.

C. Materials, Labor, and Equipment:

1. Furnish and pay for all transportation, material, equipment, tools, labor, and incidentals necessary to complete the Work in the best possible and most expeditious manner.
2. Provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.

- D. Labor: Enforce strict discipline and good order among SUCCESSFUL BIDDER's employees and other persons carrying out the Contract. SUCCESSFUL BIDDER shall not permit employment of unfit persons not skilled in tasks assigned to them.

6. PROJECT MEETINGS

A. KICKOFF CONFERENCE

1. Purpose of Conference: Following COUNTY's issuance to SUCCESSFUL BIDDER of the Notice of Award and following COUNTY's receipt, review, and acceptance of SUCCESSFUL BIDDER post award submittals, a Kickoff Conference will be called for the purpose of reviewing the Contract Documents in detail, to set expectations of performance of all parties, and to set the date of the Successful Bidder to proceed.

B. PROGRESS MEETINGS

1. Purpose: To review project progress, update schedule, clarify questions concerning Work underway and plan for the future.
2. Frequency: Weekly for the duration of the Work, at a time mutually agreed upon by COUNTY and SUCCESSFUL BIDDER.
3. Location: Project Site
4. Attendees: Team members consisting of:
  - a. COUNTY.
  - b. COUNTY's consultants/contracted vendors as applicable for work in progress or under discussion.
  - c. SUCCESSFUL BIDDER'S Project Manager.
  - d. SUCCESSFUL BIDDER'S Supervisor.
  - e. Other parties appropriate to the Work in progress or under discussion.
5. General format:
  - a. During the Progress Schedule Update portion of the meeting, SUCCESSFUL BIDDER shall provide to each team member a copy of SUCCESSFUL BIDDER'S current Progress Schedule.
  - b. During the Status of Shop Drawings, Product Data, and Samples portion of the meeting, SUCCESSFUL BIDDER shall provide to each team member a copy of SUCCESSFUL BIDDER's current Submittals Log, Request for Interpretation Log, and Request for Proposal Log.
6. Minutes:
  - a. Meeting minutes will be written by COUNTY or COUNTY's designed representative and distributed to Team Members within two (2) calendar days following the meeting.

C. PRE-INSTALLATION MEETINGS

1. Pre-installation Conference will be held prior to start of work at each location.
2. Purpose:
  - a. To review all installation/work and quality control procedures for the Work for which the conference is required.
  - b. To coordinate and sequence the Work with the Work of all related sections.

3. Time: Not less than five (5) days prior to the start of the Work or the preparatory work.
4. Attendees: As listed above for the Progress Meetings.

**D. COORDINATION MEETINGS**

1. Purpose: To coordinate the efforts of SUCCESSFUL BIDDER and others performing work on the Project. For example: COUNTY's additional contracted vendor(s) s.
2. Attendees: As listed above for the Progress Meetings plus the new party with work to perform.

**E. OTHER MEETINGS**

1. Project Manager will coordinate and conduct such additional special purpose meetings as may be required to realize timely problem resolution.

**7. RESPONSIBILITY FOR WORK SECURITY**

- A. SUCCESSFUL BIDDER shall at all times conduct all operations under CONTRACT in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. SUCCESSFUL BIDDER shall promptly take all reasonable precautions, which are necessary and adequate against any conditions, which involve a risk of loss, theft or damage to its property, COUNTY'S property, and the work site. SUCCESSFUL BIDDER shall continuously inspect all its work, materials, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.
- B. SUCCESSFUL BIDDER shall comply with all applicable laws and regulations. SUCCESSFUL BIDDER shall cooperate with COUNTY on all security matters and shall promptly comply with any project security requirements established by COUNTY. Such compliance with these security requirements shall not relieve SUCCESSFUL BIDDER of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner SUCCESSFUL BIDDER'S obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- C. SUCCESSFUL BIDDER shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to COUNTY in a timely manner.

**8. ENGLISH SPEAKING REPRESENTATIVE**

COUNTY requires SUCCESSFUL BIDDER have one person capable of clear communication in the English language on site at all times during the hours that service is required. Failure to meet this requirement shall constitute a breach of contract and may result in the termination of CONTRACT.

**9. SERVICE WORKERS' BACKGROUND INVESTIGATION**

Within ten (10) calendar days of award, SUCCESSFUL BIDDER shall provide COUNTY'S representative with a list of the names of all personnel who will be working at COUNTY'S facilities, including all of SUCCESSFUL BIDDER'S owners and officers.

In addition, SUCCESSFUL BIDDER'S employees working at COUNTY'S buildings or facilities must be able to pass a SCOPE and NCIC background check to perform work, as appropriate. All record checks shall be available immediately upon request by COUNTY'S representative. Requests shall be dated no more than sixty (60) calendar days prior to request. COUNTY reserves the right to deny SUCCESSFUL BIDDER'S employee access to COUNTY'S site because of an unsatisfactory result on the SCOPE or NCIC background check of that employee. COUNTY further reserves the right to reject the low Bidder if Bidder's owner's or officer's record check is unacceptable.

After the Records Check has been given to COUNTY'S representative for review and has been approved by COUNTY, SUCCESSFUL BIDDER shall be responsible for supplying all personnel accessing COUNTY'S facilities, with a Clark County Supplier Identification Badge, which shall be worn in a visible place on the person at all times when on COUNTY'S property. Some facilities may require SUCCESSFUL BIDDER'S employees to swipe their badges for access. SUCCESSFUL BIDDER shall be responsible for obtaining new Record Checks and Clark County Supplier Identification Badge(s) for any new employee that will be assigned to accessing COUNTY'S facilities. The same protocol for approval applies. SUCCESSFUL BIDDER'S employees no longer assigned to perform services shall surrender their identification badge for immediate return to COUNTY for deactivation. SUCCESSFUL BIDDER shall be responsible for all fees associated with obtaining the badges and record checks. Clark County Supplier Identification badges and access cards remain the property of Clark County. Each is separately issued to an individual and cannot be shared or transferred. Misuse of identification and access cards may be cause for termination of CONTRACT.

Clark County Supplier Identification Badge is valid for only one (1) year from date of issue. SUCCESSFUL BIDDER'S employees shall contact designated representative to coordinate SCOPE and NCIC background checks and for Supplier Badge issuance annually. SUCCESSFUL BIDDER'S employees will not be allowed entry into COUNTY'S facilities with an expired Supplier Identification Badge.

Failure to follow this procedure may result in termination of CONTRACT.

10. LOCAL FACILITY

Service Station:

SUCCESSFUL BIDDER shall maintain a local service station. The station shall be capable of (servicing, repairing and installing component parts, troubleshooting, repairing and maintaining) COUNTY'S equipment, to be verified by COUNTY'S representative. Non-compliance with this Section may result in termination of CONTRACT.

11. F.O.B. DESTINATION - FREIGHT PRE-PAID

SUCCESSFUL BIDDER shall pay all freight charges. SUCCESSFUL BIDDER shall file all claims and bears all responsibility for the products from the point of origin to COUNTY'S destination. All prices shall be F.O.B. the delivery points as required. All prices shall include delivery, as well as any necessary unloading.

12. PARTIAL SHIPMENTS

Partial shipments will not be permitted, unless approved by a Clark County Authorized Representative.

13. FAILURE TO DELIVER

In the event that SUCCESSFUL BIDDER fails to deliver the product or service in accordance with the terms and conditions of CONTRACT, COUNTY shall have the option to either terminate CONTRACT or temporarily procure the product or service from another supplier. If the product or service is procured from another supplier, SUCCESSFUL BIDDER shall pay to COUNTY any difference between the bid price and the price paid to the other supplier.

14. DAMAGED OR DEFECTIVE PRODUCTS

SUCCESSFUL BIDDER shall replace, at no cost to COUNTY, damaged or defective products within two (2) business day(s) after notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, SUCCESSFUL BIDDER shall pay COUNTY any difference between the bid price and the price paid to the other supplier.

15. LABOR

SUCCESSFUL BIDDER and all subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination. All work necessary to be performed after regular working hours on Sundays or legal holidays, shall be performed without additional expense to COUNTY.

16. REMOVAL OF EMPLOYEE

COUNTY reserves the right to request removal of any SUCCESSFUL BIDDER'S employee upon submitting proper justification, should such action be considered necessary to the best interests of COUNTY.

17. SAFETY REQUIREMENTS

The safety of SUCCESSFUL BIDDER'S employees or representatives and others in or around the area of repairs or maintenance is the responsibility of SUCCESSFUL BIDDER. SUCCESSFUL BIDDER, its employees and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations. COUNTY will accept no responsibility or liability as a result of improper installation or workmanship. The immediate area, as well as equipment being maintained, will be clean and clear of safety hazards. Any hazard noticed by servicing personnel shall be immediately reported verbally, followed by a written statement to COUNTY'S representative. If barricades are needed to insure safety, the SUCCESSFUL BIDDER shall provide them at no cost to COUNTY.

18. PROHIBITED ACTIVITIES WHILE ON COUNTY'S PROPERTIES

The activities prohibited by SUCCESSFUL BIDDER'S employees during performance of services include but are not limited to the following: using COUNTY'S property and equipment (coffee pots, microwaves, radios, televisions, VCR's, refrigerators, calculators, computers, printers, fax machines, copy machines, etc.); eating COUNTY'S employees' food from the break rooms or elsewhere; placing personal or business, long distance and directory assistance phone calls. Being under the influence of or use of alcohol or drugs while on COUNTY'S property is prohibited.

19. INGRESS AND EGRESS OF FACILITIES

SUCCESSFUL BIDDER'S employees must notify COUNTY'S representative before entering and exiting any of COUNTY'S facilities to perform all services. SUCCESSFUL BIDDER will be provided with a list of COUNTY'S representatives for each of COUNTY'S facilities.

20. KEYS / ACCESS CARDS

SUCCESSFUL BIDDER shall have full responsibility for protection of all keys / access cards furnished to SUCCESSFUL BIDDER or SUCCESSFUL BIDDER'S employees. SUCCESSFUL BIDDER shall also be responsible for ensuring that COUNTY'S facilities are properly secured upon completion of performance of service, if such action is directed by COUNTY'S representative. SUCCESSFUL BIDDER shall be required to sign COUNTY'S form before the key(s) / access card (s) are issued and upon completion of CONTRACT or at COUNTY'S request shall surrender key(s)/ access card(s) and obtain documentation of compliance. Should SUCCESSFUL BIDDER fail to surrender all

keys / access cards upon completion or termination of CONTRACT, SUCCESSFUL BIDDER shall be responsible for all costs associated with replacing these items.

21. DAMAGE TO COUNTY PROPERTY

SUCCESSFUL BIDDER shall perform all work in such manner that does not damage COUNTY property. In the event damage occurs to COUNTY property or adjacent property by reason of services performed under CONTRACT, SUCCESSFUL BIDDER shall replace or repair the same at no cost to COUNTY. If damage caused by SUCCESSFUL BIDDER has to be repaired or replaced by COUNTY, the cost of such work shall be deducted from monies due SUCCESSFUL BIDDER.

22. PERFORMANCE REQUIREMENTS

A. COUNTY considers SUCCESSFUL BIDDER to be an expert in the local, state and federal laws, regulations and codes applicable to the services described herein. When, in the opinion of SUCCESSFUL BIDDER, COUNTY is not in compliance with applicable laws, regulations, or codes, SUCCESSFUL BIDDER shall immediately notify COUNTY and make recommendations to bring the buildings, facilities and equipment up to standard. Furthermore the laws, regulations, and codes are to be recognized as a minimum allowable standard of such; and

B. All services performed, parts or material installed and equipment used in the performance of services under CONTRACT shall be subject to inspection and testing by COUNTY to insure compliance with CONTRACT and industry standard. SUCCESSFUL BIDDER shall not charge processing fees for any warranty related work.

Any services performed that are deemed by COUNTY not in conformity with the specifications of CONTRACT or industry standard shall require SUCCESSFUL BIDDER to perform services again within one (1) calendar days at no additional cost to COUNTY. Consistent sub-standard performance or quality of work may result in the termination of CONTRACT. Consistent sub-standard performance or lack of adherence to safety standards shall result in the permanent removal of SUCCESSFUL BIDDER'S employees from performing work on COUNTY'S property.

23. BUILDING SECURITY

SUCCESSFUL BIDDER shall be responsible for securing all buildings, offices, and facilities at the time of their service. Failure to comply shall make SUCCESSFUL BIDDER responsible for all losses of COUNTY property.

24. ENFORCEMENT OF "LOCK-DOOR" POLICY

All locked doors are to remain locked at all times. SUCCESSFUL BIDDER'S employees are not allowed to open any doors for anyone.

25. CORRECT USE OF ALARM SYSTEM

At the time the alarm codes are furnished to SUCCESSFUL BIDDER, COUNTY will give instructions to SUCCESSFUL BIDDER as to the proper use and procedures of the alarm system. After that time, SUCCESSFUL BIDDER shall be responsible for the proper utilization of the alarm system during the time they are performing any after hour's services. In the event the alarm is activated through the negligence of SUCCESSFUL BIDDER, any charges billed to COUNTY for the false alarm shall be charged back to SUCCESSFUL BIDDER in the form of a credit against their monthly invoice.

26. PROTECTION OF KEYS AND ALARM CODES

One set of keys will be provided to SUCCESSFUL BIDDER by COUNTY. SUCCESSFUL BIDDER shall be fully responsible for the protection of keys and alarm codes. If services at the site are performed after hours, SUCCESSFUL BIDDER shall be responsible for properly locking the building and to properly set the alarm system.

COUNTY must be notified immediately upon the termination for any reason of an employee performing work under CONTRACT. Should the set of keys allotted to SUCCESSFUL BIDDER become lost or stolen, or otherwise compromised, SUCCESSFUL BIDDER shall notify COUNTY immediately. COUNTY reserves the right to have the corresponding locks re-keyed and the alarm codes changed at SUCCESSFUL BIDDER'S expense.

27. TRAINING

COUNTY may periodically require SUCCESSFUL BIDDER to provide training. Training shall be provided to COUNTY'S personnel by a qualified factory representative or SUCCESSFUL BIDDER'S personnel. The training shall consist of proper operation techniques, including care and maintenance of the product. The training shall take place at a location designated by COUNTY'S representative.

28. INVOICING REQUIREMENT

This Bid may represent the requirements from numerous COUNTY departments. Each using department will issue individual Purchase Orders dictating contact information and any additional invoicing requirements. All Purchase

Orders sent to SUCCESSFUL BIDDER will identify the department or division for which supplies and services are required and list the location where associated invoices shall be sent.

SUCCESSFUL BIDDER shall comply with the invoice requirements contained in the General Conditions of this bid. SUCCESSFUL BIDDER shall be aware that per NRS 244.250, COUNTY is precluded from payment of invoices submitted beyond six (6) months from the date SUCCESSFUL BIDDER performs the services.

29. INSPECTION OF EQUIPMENT USED

All equipment used to perform the required services, shall be subject to inspection and test prior to and during the performance of CONTRACT by COUNTY to ensure the use of equipment that meets the "standards of the industry," both in safety and suitability as generally recognized and in conformity to established practice in the area of the specific services being performed. Use of unsatisfactory equipment will be considered unsatisfactory performance.

30. DISPUTES

Any dispute relating to CONTRACT after award shall be resolved through good faith efforts upon the part of SUCCESSFUL BIDDER and COUNTY. At all times, SUCCESSFUL BIDDER shall carry on the work and maintain his progress schedule in accordance with the requirements of CONTRACT and the determination of COUNTY, pending resolution of any dispute.

31. LIQUIDATED DAMAGES - COMPLETION OF CONTRACT

In case of failure on the part of the SUCCESSFUL BIDDER to deliver the product or service within the time specified, or with such additional time as may be granted by the formal action of COUNTY, SUCCESSFUL BIDDER shall pay to COUNTY, as liquidated damages, \$3,000.00 per business day. This sum shall be considered as reimbursement, in part, to COUNTY for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from SUCCESSFUL BIDDER or billed to SUCCESSFUL BIDDER directly. This shall not preclude the recovery of any other damages which can be reasonably estimated.

32. STORAGE OF MATERIALS

SUCCESSFUL BIDDER is responsible for storage of any materials. COUNTY is not responsible for loss or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief or other causes.

33. CLEANING UP

SUCCESSFUL BIDDER shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, SUCCESSFUL BIDDER shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before payment is made, SUCCESSFUL BIDDER shall, at its expense, satisfactorily dispose of all plant, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and SUCCESSFUL BIDDER shall leave the premises and work site in a neat, clean and safe condition. In the event of SUCCESSFUL BIDDER'S failure to comply with the foregoing, COUNTY may accomplish the same at SUCCESSFUL BIDDER'S expense.

# CLARK COUNTY, NEVADA

## IV - BID FORM

BID NO. 603106-13

GOVERNMENT CENTER, 1ST FLOOR, COMMISSION CHAMBERS, A/V SYSTEM REPLACEMENT - AUDIO UPGRADE

\_\_\_\_\_  
Name of Firm

This bid is submitted in response to COUNTY'S Invitation to Bid and is in accordance with all conditions and specifications in this document.

Item No.	Manufacturer	Model/Part	Description	Qty	X	Unit Price (ea)	=	Extended Total
1	AMX	AC-RK	Control Processor Rack Mount Kit	1	X	\$	=	\$
2	AMX	AVB-VSTYLE-RMK-FILL-1U	Infrared Expander Rack Mount Kit	1	X	\$	=	\$
3	AMX	EXB-IRS4	Infrared Expander	2	X	\$	=	\$
4	AMX	FG5969-62	Control Touch Panel Rack Mount Kit	1	X	\$	=	\$
5	AMX	MXD-1000-L	Control Touch Panel	1	X	\$	=	\$
6	AMX	NI-700	Control Processor	1	X	\$	=	\$
7	Atlas Sound	AT100RM	Volume Control	1	X	\$	=	\$
8	Atlas Sound	ATPLATE-052	Rack Mount Kit for Volume Control	1	X	\$	=	\$
9	Biamp	AudiaEXPI	Audio Input Expander	1	X	\$	=	\$
10	Biamp	AudiaEXOP	Audio Output Expander	1	X	\$	=	\$
11	Biamp	AudiaFLEX	Digital Signal Processor	1	X	\$	=	\$
12	Blackmagic Design	Decklink SDI	HD-SDI Output Card	1	X	\$	=	\$
13	Blackmagic Design	Mini Converter SDI to Audio	Audio De-embedder	6	X	\$	=	\$
14	Blackmagic Design	Mini Converter SDI to HDMI	Video Converter (Type 1)	1	X	\$	=	\$
15	Blonder Tongue	DGS-8 1954	RF Splitter	1	X	\$	=	\$
16	Clear-Com	CC-300	Headset	3	X	\$	=	\$
17	Clear-Com	GM-9	Gooseneck Microphone	1	X	\$	=	\$
18	Clear-Com	GM-18	Gooseneck Microphone	1	X	\$	=	\$
19	Clear-Com	MS-702	Intercom Main Station	1	X	\$	=	\$
20	Clear-Com	RM-702	Intercom Remote Station	1	X	\$	=	\$

Item No.	Manufacturer	Model/Part	Description	Qty	X	Unit Price (ea)	=	Extended Total
21	Clear-Com	RS-602	Beltpack	1	X	\$	=	\$
22	Crown	CTs 1200	Amplifier (Type 1)	1	X	\$	=	\$
23	Crown	CTs 8200	Amplifier (Type 2)	1	X	\$	=	\$
24	D'San	Limitimer ASL4ND3	Timer Signal Light Panel (Type 3)	1	X	\$	=	\$
25	D'San	Limitimer IP-2000X	Timer Network Interface	5	X	\$	=	\$
26	D'San	Limitimer PRO-2000	Master Timer	1	X	\$	=	\$
27	D'San	Limitimer PSL20V	Timer Signal Light Panel (Type 1)	2	X	\$	=	\$
28	D'San	Limitimer PSL-20VF	Timer Signal Light Panel (Type 2)	1	X	\$	=	\$
29	Extron	70-419-11	Female 3-pin XLR Architectural Adapter Plate	2	X	\$	=	\$
30	Extron	DA6A	Audio Distribution Amp	3	X	\$	=	\$
31	Extron	HAE 100	HDMI Audio De-embedder	1	X	\$	=	\$
32	Extron	SW8 HDMI	HDMI Switcher	1	X	\$	=	\$
33	Furman	AC-215	Surge Suppressor for Flat Panel Display	1	X	\$	=	\$
34	Furman	BATT1500-EXT	Uninterruptible Power Supply Battery	5	X	\$	=	\$
35	Furman	F1500-UPS	Uninterruptible Power Supply	5	X	\$	=	\$
36	JBL	Control 47HC	Ceiling Speaker	7	X	\$	=	\$
37	Liberty	PanelCrafters	Staff Intercom Panel	1	X	\$	=	\$
38	Mackie	Onyx 32-4	Sound Mixer	1	X	\$	=	\$
39	Magnavox	MDR533H	DVD/HDD Recorder	7	X	\$	=	\$
40	Marshall Electronics	AR-AM1	Rack Mount Audio Monitor (Type 1)	1	X	\$	=	\$
41	Marshall Electronics	AR-AM4-BG	Rack Mount Audio Monitor (Type 2)	1	X	\$	=	\$
42	Marshall Electronics	MD-HDMI-A	HDMI Input Module	1	X	\$	=	\$
43	Marshall Electronics	V-MD173XN	Rack Mount Video Monitor	1	X	\$	=	\$
44	Middle Atlantic	SH-DMP-S	Equipment Rack Storage Space	1	X	\$	=	\$
45	Middle Atlantic	WRK-44 (provide back doors and side panels, too)	Equipment Rack	3	X	\$	=	\$
46	RDL	TX-LC2	Audio Combiner	8	X	\$	=	\$
47	Samsung	HG46NB677FF	Flat Panel Display	1	X	\$	=	\$
48	Shure	CU 5905	Mic Station Control Unit	1	X	\$	=	\$
49	Shure	DC 5980P	Mic Station	21	X	\$	=	\$
50	Shure	DFR22	Feedback Reducer	1	X	\$	=	\$
51	Shure	EX 6010	Mic Station Extension Unit	1	X	\$	=	\$
52	Shure	GM 5924	Gooseneck Mic	21	X	\$	=	\$
53	Shure	SB900	Rechargeable Batteries	16	X	\$	=	\$
54	Shure	SBC800	Charging Station	2	X	\$	=	\$
55	Shure	SM86	Wired Handheld Microphone	2	X	\$	=	\$
56	Shure	UA505	Antenna Mounting Bracket	2	X	\$	=	\$
57	Shure	ULXD2	Handheld Mic Transmitter	4	X	\$	=	\$
58	Shure	ULXD1	Bodypack Transmitter	4	X	\$	=	\$
59	Shure	ULXD4D	Quad Wireless Mic Receiver	1	X	\$	=	\$

60	Symetrix	Airtools 6100 Broadcast Audio Delay	Audio Delay	1	X	\$	=	\$	
61					X	\$	=	\$	
62	Conflict and Additional Work				X	\$10,000.00	=	\$10,000.00	
63	Training and Installation of Entire System including all cabling, wiring, and all other necessary equipment, parts, etc. to provide a fully functional system with the ability to utilize all functions available through the AV system.			1	X	\$	=	\$	
BASE BID GRAND TOTAL								=	\$

**BIDDERS MUST BID ON ALL ITEMS TO BE CONSIDERED RESPONSIVE. ANY BID SUBMITTAL RECEIVED THAT HAS NOT BID ON ALL ITEMS IN THE LOT WILL BE READ INTO THE RECORD AS INCOMPLETE AND AS NON-RESPONSIVE.**

**DELIVERY AND INSTALLATION:**

\_\_\_\_\_ YES \_\_\_\_\_ NO SUCCESSFUL BIDDER shall meet the delivery, installation, and deadlines requirements described within, but not limited to, Section III: Special Conditions, Item No. 3 – Completion Schedule.

**DISCOUNT TERMS OF PAYMENT:**

\_\_\_\_\_%, \_\_\_\_\_ calendar days.

**BIDDER'S LOCAL FACILITY**

(If Bidder has multiple local facilities, please attach to bid submittal a list of this information for each facility)

\_\_\_\_\_  
CONTACT MANAGER OR ACCOUNT REPRESENTATIVE NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE, ZIP

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

# ATTACHMENTS TO BID FORM

**FAILURE TO SUBMIT REQUIRED ATTACHMENTS AS LISTED BELOW MAY RESULT IN REJECTION OF BID.**

Attachment 1, Subcontractor Information, is attached.

Disclosure of Ownership Form.

Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum: **FAILURE TO ACKNOWLEDGE ALL ADDENDA ISSUED AND USE THE CORRECT BID FORM AS REQUIRED, MAY RESULT IN REJECTION OF BID.**

Addendum No. _____	Addendum No. _____	Addendum No. _____
Addendum No. _____	Addendum No. _____	Addendum No. _____
Addendum No. _____	Addendum No. _____	Addendum No. _____

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Clark County, Nevada.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

_____ SIGNATURE OF AUTHORIZED REPRESENTATIVE	_____ LEGAL NAME OF FIRM
_____ NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)	_____ ADDRESS OF FIRM
_____ PHONE NUMBER OF AUTHORIZED REPRESENTATIVE	_____ CITY, STATE ZIP
_____ FAX NUMBER OF AUTHORIZED REPRESENTATIVE	_____
_____ EMAIL ADDRESS	_____ DATE

**BUSINESS LICENSE INFORMATION:**

_____ CURRENT STATE	_____ LICENSE NO.	_____ ISSUE DATE:	_____ EXPIRATION DATE:
_____ CURRENT COUNTY:	_____ LICENSE NO.	_____ ISSUE DATE:	_____ EXPIRATION DATE:
_____ CURRENT CITY:	_____ LICENSE NO.	_____ ISSUE DATE:	_____ EXPIRATION DATE:

NEVADA CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_

DOLLAR LIMIT : \_\_\_\_\_

**FOR INFORMATIONAL PURPOSES ONLY:**

The above referenced firm is a  MBE  WBE  PBE  SBE  NBE  LBE as defined below.

**STATE OF NEVADA BUSINESSES**

**MINORITY OWNED BUSINESS ENTERPRISE (MBE):**

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

**WOMEN OWNED BUSINESS ENTERPRISE (WBE):**

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

**PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):**

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

**SMALL BUSINESS ENTERPRISE (SBE):**

An independent and continuing Nevada business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

**NEVADA BUSINESS ENTERPRISE (NBE):**

Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

**BUSINESSES IN OTHER STATES**

**LARGE BUSINESS ENTERPRISE (LBE):**

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

**ATTACHMENT 1**  
**BID NO. 603106-13**  
**GOVERNMENT CENTER, 1ST FLOOR, COMMISSION CHAMBERS, A/V SYSTEM REPLACEMENT - AUDIO UPGRADE**

**SUBCONTRACTOR INFORMATION**

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with CONTRACT:

A. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:     MBE             WBE             PBE             SBE             NBE

B. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:     MBE             WBE             PBE             SBE             NBE

C. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:     MBE             WBE             PBE             SBE             NBE

D. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:     MBE             WBE             PBE             SBE             NBE

E. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:     MBE             WBE             PBE             SBE             NBE

F. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:     MBE             WBE             PBE             SBE             NBE

G. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:     MBE             WBE             PBE             SBE             NBE

No MBE, WBE, PBE, SBE, NBE subcontractors will be used.

**ATTACHMENT 2  
BID NO. 603106-13  
GOVERNMENT CENTER, 1ST FLOOR, COMMISSION CHAMBERS, A/V SYSTEM REPLACEMENT - AUDIO  
UPGRADE**

**INSURANCE REQUIREMENTS**

**TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, BIDDERS SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL**

1. FORMAT / TIME

SUCCESSFUL BIDDER shall provide COUNTY with Certificates of Insurance, per the sample format (page 2-3), for coverage as listed below, and endorsements affecting coverage required by this bid within **five (5) business days** after the award by COUNTY. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of CONTRACT and any renewal periods.

2. BEST KEY RATING

COUNTY requires insurance carriers to maintain during CONTRACT term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.

3. COUNTY COVERAGE

COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation insurance coverage. SUCCESSFUL BIDDER'S insurance shall be primary as respects to COUNTY, its officers and employees.

4. ENDORSEMENT / CANCELLATION

SUCCESSFUL BIDDER'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically SUCCESSFUL BIDDER'S contractual obligation of additional insured to COUNTY. All policies must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

5. DEDUCTIBLES

All deductibles and self insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000**.

6. AGGREGATE LIMITS

If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than **\$2,000,000**.

7. COMMERCIAL GENERAL LIABILITY

Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a "per occurrence" basis only, not "claims made", and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

8. AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by SUCCESSFUL BIDDER and **any auto** used for the performance of services under CONTRACT.

9. WORKERS' COMPENSATION

SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Bidder who is a Sole Proprietor shall be required to submit an affidavit (Attachment 3) indicating that Bidder has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

10. FAILURE TO MAINTAIN COVERAGE

If SUCCESSFUL BIDDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order SUCCESSFUL BIDDER to stop the work, declare SUCCESSFUL BIDDER in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from SUCCESSFUL BIDDER or deduct the amount paid from any sums due SUCCESSFUL BIDDER under CONTRACT.

11. ADDITIONAL INSURANCE

SUCCESSFUL BIDDER is encouraged to purchase any such additional insurance as it deems necessary.

12. DAMAGES

SUCCESSFUL BIDDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by SUCCESSFUL BIDDER, their subcontractors or anyone employed, directed or supervised by SUCCESSFUL BIDDER.

13. COST

SUCCESSFUL BIDDER shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).

14. INSURANCE SUBMITTAL ADDRESS

All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the "Submission of Bids" clause in the Instruction to Bidders section of this bid for the appropriate mailing address.

15. INSURANCE FORM INSTRUCTIONS

The following information must be filled in by SUCCESSFUL BIDDERS' Insurance Company representative:

1. Insurance Broker's name, complete address, contacts name, phone and fax numbers.
2. SUCCESSFUL BIDDER'S name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Description: Bid Number 603106-13 and Government Center, 1st Floor, Commission Chambers, A/V System Replacement - Audio Upgrade (must be identified on the initial insurance form and each renewal form).

Government Center, 1st Floor, Commission Chambers, A/V System Replacement - Audio Upgrade

8. Certificate Holder  
Clark County, Nevada  
c/o Purchasing and Contracts Division  
Government Center, Fourth Floor  
500 South Grand Central Parkway  
P.O. Box 551217  
Las Vegas, Nevada 89155-1217
9. Appointed Agent Signature to include license number and issuing state.



POLICY NUMBER: \_\_\_\_\_ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

BID NUMBER AND PROJECT NAME: \_\_\_\_\_

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY**  
**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

CLARK COUNTY, NEVADA  
C/O PURCHASING & CONTRACTS DIVISION  
500 S. GRAND CENTRAL PKWY 4<sup>TH</sup> FL  
PO BOX 551217  
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

**ATTACHMENT 3  
BID NO. 603106-13  
GOVERNMENT CENTER, 1ST FLOOR, COMMISSION CHAMBERS, A/V SYSTEM REPLACEMENT - AUDIO  
UPGRADE**

**AFFIDAVIT  
(ONLY REQUIRED FOR A SOLE PROPRIETOR)**

I, \_\_\_\_\_, on behalf of my company, \_\_\_\_\_, being  
(Name of Sole Proprietor) (Legal Name of Company)  
duly sworn, depose and declare:

A. I am a Sole Proprietor;

I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. 603106-13, entitled Government Center, 1st Floor, Commission Chambers, A/V System Replacement - Audio Upgrade;

I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and

I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of CONTRACT, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature \_\_\_\_\_

State of Nevada            )  
                                      )ss.  
County of Clark            )

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by \_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
Notary Signature

STAMP AND SEAL

**ATTACHMENT 4**  
**BID NO. 603106-13**  
**GOVERNMENT CENTER, 1ST FLOOR, COMMISSION CHAMBERS, A/V SYSTEM REPLACEMENT - AUDIO**  
**UPGRADE**

**AUDIOVISUAL SYSTEM REPLACEMENTS TECHNICAL SPECIFICATIONS**

PART 1 - GENERAL

Notwithstanding the requirements of Section III: Special Conditions, SUCCESSFUL BIDDER shall be responsible for the following requirements herein.

1.01 SUMMARY

- A. This document describes the audio system for the Commission Chambers located in the Clark County Government Center. This project is an upgrade to an existing system.

1.02 RELATED DOCUMENTS

- A. The "Audiovisual Drawings" by JBA Consulting Engineers are to be considered part of this specification.
- B. General Conditions, Special Conditions, and all other administrative documents attached as part of the bid package.

1.03 DEFINITION OF TERMS

- A. The following definitions shall apply herein.
  - 1. The term **Clark County**: the COUNTY, Clark County, Nevada.
  - 2. The term County Designated Contact: Chuck James or his designee.
  - 3. The term Consultant: JBA Consulting Engineers.
  - 4. The term SUCCESSFUL BIDDER: The audiovisual vendor responsible for the complete installation of the audiovisual systems specified herein.
  - 5. The term "shall" is mandatory, the term "will" is informative, the term "may" describes an option and the term "should" is advisory.
  - 6. The term By Others shall refer to material and work that is related to this contract and for which the Video Vendor is not responsible except as otherwise detailed herein.
- B. The basis for the terminology used in this document is standard construction and sound & communications industries practices and that of IEEE/ANSI-100-1988.

1.04 WORK BY OTHERS.

- A. Installation of conduit as designated in the audiovisual drawing package (the Successful Bidder shall be responsible for pulling, terminating, labeling and testing audiovisual cable that is to be pulled through the conduit installed by others).
- B. Data Network, active network equipment and pulling, terminating and testing of LAN cable required of the audiovisual system.
- C. See Audiovisual Drawings for reference to items marked "by others".

1.05 WORK INCLUDED

- A. The SUCCESSFUL BIDDER shall provide a complete working system including all equipment necessary to provide for the functions and the requirements specified herein. The IV-Bid Form lists major pieces of equipment only. The IV-Bid Form shall not be all inclusive of material required to provide a complete working system.
- B. Provide connectors, terminal blocks, all cable not designated as being "by others", and similar devices required for work under this section.
- C. Provide engineering, testing, materials, components and supervision necessary to provide a complete operable installation.

Government Center, 1st Floor, Commission Chambers, A/V System Replacement - Audio Upgrade

- D. Provide and install all mounting hardware required to mount speakers, flat panel displays and other equipment not shown to be located within equipment cabinets.
- E. Provide and install all mounting brackets required for mounting of equipment shown as being located within equipment cabinets.
- F. Provide all terminations and cabinet assembly/build out.
- G. Provide materials, labor, and equipment including but not limited to:
  - 1. The delivery, unloading, setting in place, fastening to walls, floors, ceilings, counters, or other structures where required.
  - 2. Provide low voltage cable as per the audiovisual drawings or as required to deliver a fully functional system and where not provided by others or pre-existing.
  - 3. Final terminations, dressing, and testing of all AV Cabling inclusive of cables pulled by others.
  - 4. Interconnecting wiring of the system components and equipment.
- H. These specifications and the drawings do not necessarily indicate every single component part of each system. It is the responsibility of the SUCCESSFUL BIDDER to engineer each system and its interconnection in order to provide, furnish, and install completely operational turnkey systems. No error or omission herein or on any related Construction Documents shall relieve the SUCCESSFUL BIDDER from this responsibility to do so.
- I. Install all equipment to industry safety and ergonomic standards and provide full engineering and technical support throughout the installation process.
- J. The SUCCESSFUL BIDDER shall study the drawings and familiarize himself with the Work of the entire project scope. The Work of this section shall be carefully organized and programmed so that its progress shall be concurrent with the work of all other trades and so that the work shall proceed as expeditiously as possible.
- K. The SUCCESSFUL BIDDER shall be responsible for the correct placing of the Work of this section, equipment to fit into the structure as built, and attachment of equipment to the work of others and Clark County furnished equipment and facilities.
- L. The SUCCESSFUL BIDDER shall generate all shop drawings and information for the complete installation and wiring of the system. The SUCCESSFUL BIDDER shall provide on-going supervision and coordination during the implementation phase. The SUCCESSFUL BIDDER shall provide pre-printed wire labels numerically organized for signal type and cable count according to the engineering documentation & shop drawings.
- M. Where there is a discrepancy between drawings or between drawings and documents, the SUCCESSFUL BIDDER shall conform to the guidelines below. The SUCCESSFUL BIDDER shall consider all the information in combination and not consider one element alone to meet a minimum requirement. The guidelines are as follows:
  - 1. Room layouts indicate device locations
  - 2. Plan drawings indicate the location of all devices and conduits interconnect points. These drawings are to inform the SUCCESSFUL BIDDER as to all points within the facilities for cable and connector plate and device installation.
  - 3. Audiovisual block diagrams to indicate general signal flow and interconnection of devices.
  - 4. The Audiovisual specifications delineate minimum performance requirements, methodologies, and the design intent.
  - 5. Where there is a conflict in number or type of device specified, the drawings shall govern.
  - 6. Carefully study and compare the Contract Documents with each other and with information furnished by COUNTY and immediately report to COUNTY errors, inconsistencies, or omissions discovered. If SUCCESSFUL BIDDER performs any installation/work activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to COUNTY, SUCCESSFUL BIDDER shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs of correction.

Government Center, 1st Floor, Commission Chambers, A/V System Replacement - Audio Upgrade

7. Take field measurements, verify field conditions, and carefully compare field measurements and conditions and other information known to SUCCESSFUL BIDDER with the Contract Documents before commencing activities. Report errors, inconsistencies, or omissions discovered to COUNTY at once.
  8. Perform the Work in accordance with Contract Documents.
- N. System Interconnections
1. The functional interconnections of the audiovisual systems shall comply with the manufacturer's system installation guidelines, industry standard practices, and as specified herein.
  2. The SUCCESSFUL BIDDER shall provide all interconnection cable, connectors, terminal strips, wireway, ladder rack, cable tray etc., to facilitate the audiovisual systems as detailed within these specifications and drawings or as necessary for a clean installation.
  3. The SUCCESSFUL BIDDER shall provide all custom connector panels required.
- O. The SUCCESSFUL BIDDER shall be responsible for the comprehensive testing of the systems as specified herein and shall provide all test equipment for the entirety of system checkout and acceptance tests.
1. Test and record results of all circuits as specified herein. Set all controls and software parameters to nominal levels to render fully operating systems and subsystems. All computer controlled functions shall require complete audio/computer/software setup, testing, label-entry and documentation.
- P. The SUCCESSFUL BIDDER shall dispose of the existing desk located in the A/V Equipment Room (Room 1718) per the Environmental Protection Agency standards
- Q. The Successful Bidder shall populate the equipment cabinets and get approval from Clark County and the Consultant on equipment layout prior to the wiring of the components within the equipment cabinets. The Successful Bidder shall include in his bid, all costs associated with one equipment layout change per cabinet.
- R. The Successful Bidder shall coordinate button layout and functionality of control system touch panel with Clark County prior to programming the system. The Successful Bidder shall submit control panel layouts and a narrative describing the functionality of the control panel to Clark County and to the Consultant for review, prior to programming the system. The Successful Bidder shall include in his bid, all costs associated with one re-program of control panel layout and function, should revisions to control panel functionality and look be desired.

1.06 WORK BY COUNTY

- A. COUNTY reserves the right to perform installation/work or operations related to the Project with COUNTY's own forces and to award separate contracts in connection with other portions of the Project or other installation/work or operations on the site under conditions of the Contract identical or substantially similar to these.
- B. SUCCESSFUL BIDDER may be required to cooperate and coordinate with other trades performing services on COUNTY'S property. This cooperation or coordination shall be deemed as part of SUCCESSFUL BIDDER'S performance under CONTRACT.
- C. COUNTY shall provide for coordination of the activities of COUNTY's own forces and of each separate contracted vendor with the Work of SUCCESSFUL BIDDER, who shall cooperate with them.
  1. SUCCESSFUL BIDDER shall participate with other separate contracted vendors and COUNTY in reviewing their installation/Work schedules when directed to do so.
  2. SUCCESSFUL BIDDER shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement.
  3. The construction schedules shall then constitute the schedules to be used by SUCCESSFUL BIDDER, separate vendors, and COUNTY until subsequently revised.
- D. Unless otherwise provided in the Contract Documents, when COUNTY performs construction or operations related to the Project with COUNTY's own forces, COUNTY shall be deemed to be subject to the same obligations and to have the same rights which apply to SUCCESSFUL BIDDER under the Conditions of the Contract, including, without excluding other, those stated herein and elsewhere in the Contract Documents.

- E. Items noted "COUNTY-Supplied Products" will be supplied by COUNTY and installed by SUCCESSFUL BIDDER. These items include but are not limited to:
  - 1. NONE
- F. SUCCESSFUL BIDDER shall remove and COUNTY will take possession of the items including but not limited to the following:
  - 1. Existing audio visual equipment

1.07 EQUIPMENT SUPPLIERS

- A. Equipment and materials shall be provided by a factory authorized distributor to ensure proper specification adherence, final connection, test, turnover, warranty compliance, and service.
- B. The specification is based on the equipment of manufacturers who have been approved and the manufacturers herein named shall be considered as meeting the requirements of this specification. For all items which are identified by part number and manufacturer the performance specifications which are published in the most recent manufacturer's data sheet available at the time of bidding this project shall be applicable to the present work as though fully written out herein.
- C. Equipment shall be new. "B" stock items are not acceptable unless submitted in writing and approval is granted in writing by the Clark County.

1.08 SERVICE AVAILABILITY

- A. The SUCCESSFUL BIDDER shall maintain sufficient replacement parts on hand to ensure rapid replacement of any system component that should fail.
- B. The SUCCESSFUL BIDDER shall have technicians trained on the system to service the system should service be needed.
- C. The SUCCESSFUL BIDDER shall be capable of guaranteeing response time within forty-eight (48) hours of service calls, 24 hours a day, 7 days a week to service the system. Parts and technicians, as required by items A and B above shall meet this response time criteria.

1.09 CODES

- A. Work shall be performed in accordance with all applicable requirements of all governing codes, rules, and regulations including the following minimum standards, whether statutory or not:
  - 1. International Building Code (IBC)
  - 2. National Electric Code (NEC)
  - 3. Nevada State and Clark County Fire Marshall
  - 4. National Fire Protection Association (NFPA) Standards and Document
  - 5. Any other Federal, State or City requirements, as applicable.
  - 6. TIA/EIA
  - 7. ISO/IEC
  - 8. IEEE
- B. All equipment shall be listed by Underwriters Laboratories. (U.L.)

1.10(A) TRAINING OF PERSONNEL

- A. The SUCCESSFUL BIDDER shall provide a total of forty (40) hours training performed by SUCCESSFUL BIDDER and by a factory representative of the manufacture, Shure, on dates and times agreed upon by the Clark County for all staff on the AV system. The training shall be for all equipment and devices furnished in the specifications and all contract documents. Training shall be documented with a syllabus/agenda and attendance sheet as a minimum. Attendance sheet should list the time/date/trainer and attendees. The manufacturer representative shall be familiar with Shure's Digital Discussion System.
- B. The SUCCESSFUL BIDDER shall make provisions for attending the first two (2) or first three (3) board meetings from 8am until 2pm for hands-on, real-time operation of the system or as otherwise required by County designated contact.

## Government Center, 1st Floor, Commission Chambers, A/V System Replacement - Audio Upgrade

- C. The training shall be provided by a licensed/certified representative of the manufacturer, and shall include all instruction, tools, and equipment necessary for installation, service, maintenance and programming of the equipment and devices.
- D. All costs and arrangements for training, including transportation, lodging and meals, and any tools and equipment required shall be included in the contract.

## 1.10(B) DOCUMENTATION AND SUBMITTALS

- A. Intentionally left blank.
- B. Intentionally left blank.
- C. As-Built Submittal shall be made within the time schedule approved by the Clark County, which will be finalized with SUCCESSFUL BIDDER after award. SUCCESSFUL BIDDER shall also be required to submit any other additional documents that the COUNTY deems necessary. SUCCESSFUL BIDDER shall submit the following record drawings developed from the final "As-Built" systems:
  - 1. Six (6) full size prints of "each" drawing, cable schedule and any other construction details. Four (4) copies of all data disks, including current revisions of all software used to program any system on this project and the files created that are running the systems. All drawings shall be clearly labeled as "As-Built."
  - 2. SUCCESSFUL BIDDER shall submit one (1) preliminary copy of each of the following manuals prior to, and as a requirement of, Clark County acceptance of the work of this section.
    - a. Equipment operating instructions: complete comprehensive instructions for the operations of all contractor fabricated devices and equipment items provided as part of the work of this section.
    - b. Systems operating instructions: complete instructions for the operations of the systems provided as part of the work of this section.
    - c. Manufacturer's original operation instruction and service manuals. All brochures, manuals and service sheets published by the manufacturer(s) of the equipment for systems checkout and acceptance tests.
    - d. A list of model/current software revision (as applicable) and serial numbers for all equipment installed in the project. Provide this in each copy of the operations manual and in electronic spreadsheet form (Microsoft Excel) on CD.
    - e. Warranty and all related documentation shall be included.
    - f. Any additional information that may be required by COUNT
- E. Provide on the job training in the operation of the electronics systems for personnel designated by the Clark County, in the amount required by section 1.10. Project training periods shall be scheduled to occur during general business hours.

## 1.11 DELIVERY, STORAGE AND HANDLING

- A. SUCCESSFUL BIDDER shall bear the costs of all shipping to the site, and of all usual and unusual storage requirements. Make appropriate arrangements, and coordinate with authorized personnel at the site, for the proper acceptance, handling, protection, and storage of equipment so delivered.

## 1.12 TIMELY DELIVERY AND STORAGE

- A. Timely delivery and installation of material required for the Work of this Section is the responsibility of the SUCCESSFUL BIDDER. The SUCCESSFUL BIDDER shall include in the bid, costs for expedited shipping of all equipment. The SUCCESSFUL BIDDER shall be held responsible for all delays associated with both specified and alternate materials, and for the timely submittal of proposals, submittal items, drawings and other information in order to expedite the Work and to avoid delays.
- B. Costs of all shipping to the site, and of all storage requirements, shall be borne by the SUCCESSFUL BIDDER. It shall be the responsibility of the SUCCESSFUL BIDDER to make appropriate arrangements, and to coordinate with authorized personnel at the site, for the proper acceptance.

- C. During the installation, and up to the date of final acceptance, the SUCCESSFUL BIDDER shall be under obligation to protect his finished and unfinished work against damage and loss. In the event of such damage or loss, he shall replace or repair such work at no cost to the Clark County.

#### 1.13 PROJECT SITE CONDITIONS

- A. The SUCCESSFUL BIDDER shall be responsible to survey all areas to locate poke-throughs, furniture openings, sleeves, conduits, cable trays, conduit stub-ups, back boxes and pull boxes provided by others for audiovisual cabling.
- B. The SUCCESSFUL BIDDER shall be responsible for verifying on-site conditions of all systems, equipment and conditions that directly or indirectly affect the SUCCESSFUL BIDDER's scope of work to include but not limited to:
  - 1. All power for equipment racks installed
  - 2. All A/V related data and cable television lines available
- C. The SUCCESSFUL BIDDER shall be responsible for meeting project schedule dates regardless of local disputes.
- D. The SUCCESSFUL BIDDER shall be responsible for the protection of all installed and configured systems as well as non-installed stored materials from acts of theft.
- E. SUCCESSFUL BIDDER shall be responsible for protection of his work from acts of vandalism and environmental conditions. Any delivery schedules affected by environmental conditions shall be noted to the Construction and Project managers not less than 72 hours prior to day of scheduled delivery with just cause documented in writing.

#### 1.14 SEQUENCING AND SCHEDULING

- A. The SUCCESSFUL BIDDER shall maintain a running progress report. The SUCCESSFUL BIDDER shall submit this report upon request of the consultant at any time during the contract period. This report shall include, but is not limited to:
  - 1. Time line for each installation activity
  - 2. Percentage of completion of each activity
  - 3. Continuous vertical lines to identify the first working day of each week
  - 4. Illustrate how start of a given activity depends on completion of preceding activities and how completion of a given activity may restrain start of subsequent activities
  - 5. Identify the critical path
  - 6. Status of the installation detailing all remaining critical tasks
  - 7. Requests for receiving major equipment and material shipments
  - 8. Request for subcontractors to enter the job site
  - 9. Requests for utility service disconnection and connections
  - 10. Delays and stoppages - any delays or stoppages shall not affect the scheduled completion date unless instructed otherwise by the Clark County
  - 11. Emergencies and accidents
  - 12. Losses of material and property

#### 1.15 GUARANTEE AND MAINTENANCE

- A. The SUCCESSFUL BIDDER shall guarantee all equipment and cable termination, programming, and software furnished, in writing, against defects in workmanship and material for a period of **ONE YEAR** from the respective dates of final acceptance. All defects developing during that period shall be corrected in compliance with the "GUARANTEE" conditions under these specifications. In the event that programming is supplied by the Consultant or Clark County, the SUCCESSFUL BIDDER shall not be relieved of his guarantee obligation as related to the system workmanship and material.
- B. The SUCCESSFUL BIDDER shall service the complete installation during this one year guarantee period.

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- C. This Guarantee clause shall in no way preclude or nullify any manufacturer's warranties. All manufacturer warranty cards shall be sent to the respective manufacturers with photo-copies showing model number and serial numbers to be included with a certificate of warranty and to be delivered to the Clark County by the SUCCESSFUL BIDDER with the Clark County's Operating Manual.
- D. All equipment and systems provided under this section shall be guaranteed to be free from defects in materials and workmanship for a period as indicated in the Contract Documents from the date of final acceptance, provided it does not show abuse.
- E. The SUCCESSFUL BIDDER shall maintain regular service facilities and provide a qualified technician familiar with the work of this section, at the site, within twenty-four (24) hours of receipt of a notice of malfunction from the Clark County or his representative. As part of this guarantee, the Contractor shall provide, at no expense to the Clark County, all material, devices, equipment, and personnel necessary and provide alternate facilities, services, and systems for the duration of the repairs. Within seventy-two (72) hours of original request, SUCCESSFUL BIDDER shall guarantee the system is fully functional and operational within the said time period.
- F. All repairs and service under this guarantee shall be at the job site unless in violation of manufacturer's warranty, and/or practically not possible.
- G. Transportation of warranty substitute equipment, devices, material, parts, and personnel to and from the job site shall be at no expense to the Clark County, provided it does not show abuse.

1.16 WARRANTY

- A. Warranty Period: Warrant all of the work of this section to be free from defects in materials and workmanship for period of twelve (12) months from the date of Clark County acceptance or from the date of first usage of the work by Clark County personnel. The first usage date shall be agreed to in writing by the Clark County and SUCCESSFUL BIDDER within five (5) working days of first usage. Component warranty service shall apply to repairs only made necessary by normal component wear and proper component usage. The warranty service does not apply to any Clark County furnished equipment and labor. Transportation of warranty substitutes, or test systems, equipment, devices, material, parts and personnel to and from the jobsite shall be at no expense to the Clark County during the warranty period.
- B. Activate all manufacturers' equipment warranties in Clark County's name to commence on the date of acceptance.
- C. Warranty operations: SUCCESSFUL BIDDER shall provide the Clark County with a telephone number, which, during normal working hours, or during non-standard working hours will be answered by a professional telephone answering service. In the event of a malfunction, the pre-designated Clark County's representative(s) will call the SUCCESSFUL BIDDER's warranty service telephone number and request service. The SUCCESSFUL BIDDER will respond to the Clark County's initial service request within twenty-four- (24) hours time. The SUCCESSFUL BIDDER's initial response shall consist of qualified personnel calling the facility and reviewing the Clark County's service request. SUCCESSFUL BIDDER's service personnel shall then initiate a program of repair to correct the service problem as dictated by the Clark County.
- D. Warranty service calls made by telephone to the SUCCESSFUL BIDDER or his designated representative shall hereby be defined as proper notification that warranty service is required.
- E. Inventory: SUCCESSFUL BIDDER shall maintain a reasonable inventory of all parts necessary to provide service according to the specified warranty requirements.
- F. Warranty shall be for parts, equipment and labor.
- G. To maintain certain manufacturers' warranties, said equipment must be installed, aligned, and serviced by those installers authorized by said manufacturer to perform those duties. If said manufacturer does not authorize the SUCCESSFUL BIDDER, it is the SUCCESSFUL BIDDER's responsibility to make the appropriate arrangements and bear all cost and consequences thereof.
- H. Upon completion of all Work and compliance with all requirements of this Section, including submittals, tests, record drawings and data as required herein, the Clark County may elect to verify the SUCCESSFUL BIDDER's test data as part of the acceptance procedure. The SUCCESSFUL BIDDER shall provide personnel and equipment, at the convenience of the Clark County, to demonstrate any aspect or parameter of system performance and to assist the Clark County with such tests. All costs associated with acceptance testing shall be the responsibility of the SUCCESSFUL BIDDER.

## PART 2 – SYSTEMS AND EQUIPMENT

### 2.01 GENERAL REQUIREMENTS

- A. All equipment to be housed within cabinets shall be rack-mounted and permanently attached. All power supplies, rack-mounts, interconnects, brackets, etc., shall be included while they may not be specifically called out herein.
- B. All equipment shall be new and unused. All components and systems shall be designed for uninterrupted duty.
- C. Material and equipment specified herein have been selected as the basis of acceptable quality and performance and have been coordinated to function as component parts of the included systems. Where a particular material, device, equipment or system is specified directly, the current manufacturer's specification for it shall append these specifications.
- D. Subject to the functional and minimum performance requirements for each item, the Consultant may require independent laboratory tests proving equivalence of certain alternative equipment not fully or adequately described by the technical specification of the manufacturers. Any and all costs arising from equivalency testing shall solely and completely be the responsibility of the SUCCESSFUL BIDDER.
- E. Verify with all manufacturers and/or suppliers' availability and cost of all material and equipment proposed, including all material and equipment specified herein. No cost increases shall be allowed for manufacturers' cost increases, or for substitutions required because of unavailability of proposed equipment.
- F. **The manufacturer specifications shall be considered as minimum performance levels of acceptance.** Where a particular model is specified its performance, operating, and physical characteristics are part of these specifications. Further, these characteristics are part of a design as a whole and particularly the Engineer's designs are in full coordination with these characteristics.
- G. All DELL products and DELL furnished products shall include the standard Clark County annual hardware maintenance warranty.
- H. All computers shall be tagged Clark County's assets as the Property of Clark County by the manufacturer prior to delivery to Clark County. All computers shall be delivered to the Clark County at the Government Center (Basement) no later than three weeks prior to installation for imaging.

### 2.02 AUDIO EQUIPMENT

- A. Amplifier (Type 1) (Bid Form Item #22)
  - 1. Two channel
  - 2. 70.7V output
  - 3. 600 W per channel at 70.7V operation
  - 4. Model
    - a. Crown CTs 1200
    - b. No substitutions allowed
- B. Amplifier (Type 2) (Bid Form Item #23)
  - 1. Eight channel
  - 2. 70.7V output
  - 3. 200 W per channel at 70.7V operation
  - 4. Check tap settings of existing distributed speakers and provide increased amplifier output power if needed
  - 5. Model
    - a. Crown CTs 8200
    - b. No substitutions allowed
- C. Audio Combiner (Bid Form Item #46)
  - 1. Active audio combiner / balanced line converter
  - 2. Unbalanced, stereophonic input
  - 3. Balanced monophonic output
  - 4. Model
    - a. RDL TX-LC2
    - b. No substitutions allowed

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- D. Audio De-embedder (Bid Form Item #13)
  - 1. HD-SDI input
  - 2. HD-SDI loop output
  - 3. Analog stereo output
  - 4. Model
    - a. Blackmagic Design Mini Converter SDI to Audio
    - b. No substitutions allowed
  
- E. Audio Delay (Bid Form Item #60)
  - 1. 24-bit digital audio delay
  - 2. Up to 40 seconds of audio delay in 0.1 second increments
  - 3. Two channels
  - 4. Configurable through the front panel
  - 5. Model
    - a. Symetrix Airtools 6100 Broadcast Audio Delay
    - b. No substitutions allowed
  
- F. Audio Distribution Amp (Bid Form Item #30)
  - 1. Six (6) balanced outputs
  - 2. Selectable gain
  - 3. Model
    - a. Extron DA6A
    - b. No substitutions allowed
  
- G. Audio Input Expander (Bid Form Item #9)
  - 1. Eight (8) mic/line inputs
  - 2. Cobranet connectivity
  - 3. Phantom power capable
  - 4. Model
    - a. Biamp AudiaEXPI
    - b. No substitutions allowed
  
- H. Audio Output Expander (Bid Form Item #10)
  - 1. Eight (8) line outputs
  - 2. Cobranet connectivity
  - 3. Model
    - a. Biamp AudiaEXPO
    - b. No substitutions allowed
  
- I. Ceiling Speaker (Bid Form Item #36)
  - 1. 70.7V operation
  - 2. 75° coverage pattern
  - 3. Selectable tap settings
  - 4. 60 W tap setting capable
  - 5. 150 W continuous program power capable
  - 6. Model
    - a. JBL Control 47HC
    - b. No substitutions allowed
  
- J. Digital Signal Processor (Bid Form Item #11)
  - 1. Twenty-four (24) audio input/output connections
  - 2. Cobranet connectivity
  - 3. Matrix mixing capable
  - 4. Phantom power capable
  - 5. Automatic mic mixing capable
  - 6. Echo cancelling capable
  - 7. VoIP connection capable
  - 8. Provide all input/output cards required
  - 9. Configurable/controllable through Ethernet
  - 10. Model
    - a. Biamp AudiaFLEX
    - b. Provide all input/output cards required
    - c. No substitutions allowed

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- K. Feedback Reducer (Bid Form Item #50)
1. Two (2) inputs
  2. Two (2) output
  3. 5, 10 and 16-filter single-channel automatic feedback reduction
  4. Adjustable feedback reduction filter width
  5. Equalizing, Shelving, Crossover, Compressor and Limiter processing
  4. Model
    - a. Shure DFR22
    - b. No substitutions allowed
- L. HDMI Audio Deembedder (Bid Form Item #31)
1. HDMI loop through connector
  2. HDCP compliant
  3. HDMI 1.3 compatible
  4. Manages EDID
  5. Model
    - a. Extron HAE 100
    - b. No substitutions allowed
- M. Intercom Main Station
1. Two channel
  2. Integrated speaker
  3. Three (3) outputs per channel
  4. One (1) program input
  5. Provide one (1) 18" gooseneck microphone
  6. Provide one (1) microphone/speaker headset
  7. Build and provide one (1) 10' extension cable for microphone/speaker headset
  8. Model
    - a. Clear-Com MS-702 Main Station (Bid Form Item #19)
    - b. Clear-Com GM-18 Gooseneck Microphone (Bid Form Item #18)
    - c. Clear-Com CC-300 Headset (Bid Form Item #16)
    - d. No substitutions allowed
- N. Intercom Remote Station
1. Two channel
  2. Integrated speaker
  3. One (1) Loop through connection per channel
  4. Provide one (1) 9" gooseneck microphone
  5. Provide one (1) microphone/speaker headset
  6. Build and provide one (1) 20' extension cable for microphone/speaker headset
  7. Provide one (1) dual channel beltpack, one (1) corresponding microphone/speaker head-set, and cable to connect to Clerk Intercom Panel
  8. Model
    - a. Clear-Com RM-702 Remote Station (Bid Form Item #20)
    - b. Clear-Com GM-9 Gooseneck Microphone (Bid Form Item #17)
    - c. Clear-Com CC-300 Headset (Bid Form Item #16)
    - d. Clear-Com RS-602 Beltpack (Bid Form Item #21)
    - b. No substitutions allowed
- O. Mic Station
1. Part of the Shure DDS 5900 Digital Discussion System
  2. Built-in speaker
  3. Configurable for delegate, chairman and interpreter operation
  4. Provide 50cm Gooseneck microphone
  5. Speak/request and mute button capable
  6. Category cable distribution
  7. One (1) of the discussion units shall be configured as a chairman discussion unit
  8. Model
    - a. Shure DC 5980P Discussion Unit (Bid Form Item #49)
    - b. Shure GM 5924 Gooseneck Mic (Bid Form Item #52)
    - c. No substitutions allowed

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- P. Mic Station Control Unit (Bid Form Item #48)
1. Part of the Shure DDS 5900 Digital Discussion System
  2. Controls the Mic Stations
  3. Support for two (2) interpreter channels
  4. Scrambled audio
  5. Web browser interface for control and configuration
  6. Emergency signal override (muting of audio from emergency contact closure)
  7. One (1) program audio input
  8. Four (4) configurable audio output
  9. Model
    - a. Shure CU 5905
    - b. No substitutions allowed
- Q. Mic Station Extension Unit (Bid Form Item #51)
1. Part of the Shure DDS 5900 Digital Discussion System
  2. Mic station control unit DSC-LAN extender
  3. Four (4) DSC-LAN expansion ports
  4. One (1) DSC-LAN loop through port pair
  5. Built-in DSC-LAN power supplies
  6. Model
    - a. Shure EX 6010
    - b. No substitutions allowed
- R. Rack Mount Audio Monitor (Type 1) (Bid Form Item #40)
1. One (1) stereo input
  2. Front panel volume and balance control
  3. Front panel headphone connection and volume control
  4. Model
    - a. Marshall Electronics AR-AM1
    - b. No substitutions allowed
- S. Rack Mount Audio Monitor (Type 2) (Bid Form Item #41)
1. Four (4) stereo inputs
  2. Front panel volume and balance control
  3. Front panel input selector
  4. Front panel audio level meters
  5. Front panel headphone connection and volume control
  6. Model
    - a. Marshall Electronics AR-AM4-BG
    - b. No substitutions allowed
- T. Rack Mount Video Monitor
1. 17" diagonal
  2. 16:10 aspect ratio
  3. Provide one HDMI input
  4. Model
    - a. Marshall Electronics V-MD173XN Video Monitor (Bid Form Item #43)
    - b. Marshall Electronics MD-HDMI-A HDMI Input Module (Bid Form Item #42)
    - c. No substitutions allowed
- U. Sound Mixer (Bid Form Item #38)
1. 32-Channel analog sound mixer
  2. Twenty-eight (28) monophonic input channels
  3. Two (2) stereophonic input channels
  4. Six (6) auxiliary outputs
  5. Solo channel light indicators
  6. Auxiliary channels capable of being soloed
  7. Four (4) group outputs
  8. Two (2) matrices outputs
  9. One (1) monitor output
  10. Model
    - a. Mackie Onyx 32-4
    - b. No substitutions allowed

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- V. Volume Control
  - 1. 70.7V operation
  - 2. 100 W capable
  - 3. Rack mounted – provide rack mount panel
  - 4. Model
    - a. Atlas Sound AT100RM Attenuator (Bid Form Item #7)
    - b. Atlas Sound ATPLATE-052 Rack Mount Plate (Bid Form Item #8)
    - c. No substitutions allowed
  
- W. Wired Handheld Microphone (Bid Form Item #55)
  - 1. Cardioid pattern
  - 2. Condenser microphone
  - 3. Integrated “pop” filter
  - 4. Integrated shock mount
  - 5. Model
    - a. Shure SM86
    - b. No substitutions allowed
  
- X. Wireless Microphone System
  - 1. 24-bit digital audio
  - 2. Provide Lithium Ion Rechargeable Batteries
  - 3. 256-bit encryption
  - 4. Automatic frequency selection capable
  - 5. Provide four (4) handheld transmitters
  - 6. Provide four (4) bodypack transmitters
  - 7. Provide battery charging station
  - 8. Provide remote antenna mounts
  - 9. Utilize ½ wave antennas provided with receiver
  - 10. Model
    - a. Shure ULX-D System
    - b. Shure ULXD4D Quad Channel Receiver (Bid Form Item #59)
    - c. Shure ULXD1 Bodypack Transmitter (Bid Form Item #58)
    - d. Shure ULXD2 Handheld Transmitter (Bid Form Item #57)
    - e. Shure SBC800 Charging Station (Bid Form Item #54)
    - f. Shure SB900 Rechargeable Batteries (Bid Form Item #53)
    - g. Shure UA505 Mounting Bracket (Bid Form Item #56)
    - h. No substitutions allowed

2.03 VIDEO EQUIPMENT

- A. DVD/HDD Recorder (Bid Form Item #39)
  - 1. DVD recorder
  - 2. Integrated hard disk drive recorder
  - 3. Integrated ATSC & NTSC tuner
  - 4. HDMI output
  - 5. Composite and S-Video inputs
  - 6. 320GB hard drive
  - 7. Model
    - a. Magnavox MDR533H
    - b. No substitutions allowed
  
- B. Flat Panel Display (Bid Form Item #47)
  - 1. 46” diagonal
  - 2. 16:9 aspect ratio
  - 3. 1920 x 1080 native resolution
  - 4. 1080i capable
  - 5. LED LCD display
  - 6. HDMI input
  - 7. Front panel lockout capable
  - 8. Internal speakers
  - 9. Provide pole mounting hardware
  - 10. Model
    - a. Samsung HG46NB677FF
    - b. No substitutions allowed

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- C. HDMI Switcher (Bid Form Item #32)
  - 1. Eight (8) inputs
  - 2. HDCP compliant
  - 3. HDMI 1.3 compatible
  - 4. Manages EDID
  - 5. Model
    - a. Extron SW8 HDMI
    - b. No substitutions allowed
  
- D. Video Converter (Type 1) (Bid Form Item #14)
  - 1. HD-SDI to HDMI transcoder
  - 2. HD-SDI input
  - 3. HDMI output
  - 4. SD-SDI, HD-SDI, and 3G-SDI compatible
  - 5. Model
    - a. Blackmagic Design Mini Converter SDI to HDMI
    - b. No substitutions allowed

2.04 CONTROL EQUIPMENT

- A. Control Processor
  - 1. Two (2) RS-232 ports
  - 2. Ethernet communication
  - 3. Provide rack mount adapter
  - 4. Model
    - a. AMX NI-700 Control Processor (Bid Form Item #6)
    - b. AMX AC-RK Rack Mount Kit (Bid Form Item #1)
    - c. No substitutions allowed
  
- B. Control Touch Panel
  - 1. 10" Diagonal
  - 2. TFT active matrix color LCD with in-plane switching technology
  - 3. Provide rack mount adapter
  - 4. Model
    - a. AMX MXD-1000-L Touch Panel (Bid Form Item #5)
    - b. AMX FG5969-62 Rack Mount Kit (Bid Form Item #4)
    - c. No substitutions allowed
  
- C. IR Expander
  - 1. Four (4) infrared ports
  - 2. Ethernet communication
  - 3. Provide rack mount adapter
  - 4. Model
    - a. AMX EXB-IRS4 IR Expander (Bid Form Item #3)
    - b. AMX AVB-VSTYLE-RMK-FILL-1U Rack Mount Kit Bid Form Item #2)
    - c. No substitutions allowed
  
- D. Master Timer (Bid Form Item #26)
  - 1. Desktop timer controller
  - 2. Provide controller software application and install onto existing Small Form Factor CPU serving the "Meeting Function" functions, located in the Clerk position
  - 3. Provide Video Clock software for the Timer Display Computer located in the equipment rack.
  - 4. Provide Timer Network Interface (RS-485 to Ethernet converter) configured as a server for the Master Timer
  - 5. Model
    - a. D'San Limitimer PRO-2000 Master Timer
    - b. Control software application from D'San Limitimer (windows operating system)
    - c. Video Clock Software application from D'San Limitimer (windows operating system)
    - d. No substitutions allowed

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- E. Timer Display Computer (Computer Owner Furnished, HD-SDI Card Contractor Furnished)
  - 1. Minitower type
  - 2. Provide HD-SDI output card configured for 1080i59.94 output for installation into computer by County
  - 3. Shall be asset tagged
  - 4. Model
    - a. Dell OptiPlex 7010 MT (Owner Furnished)
    - b. Blackmagic Design DeckLink SDI HD-SDI output card (Contractor Furnished) (Bid Form Item #12)
  
- F. Timer Network Interface (Bid Form Item #25)
  - 1. RS-485 to Ethernet adapter
  - 2. Configurable as a client or server
  - 3. Model
    - a. D'San Limitimer IP-2000X
    - b. No substitutions allowed
  
- G. Timer Signal Light Panel (Type 1) (Bid Form Item #27)
  - 1. Desk-top
  - 2. LCD count-down display
  - 3. Green, yellow and red indicator lights
  - 4. Provide Timer Network Interface (RS-485 to Ethernet converter) configured as a client, for every Timer Signal Light Panel (see "Timer Network Interface" in specifications)
  - 5. Model
    - a. D'San Limitimer PSL20V Timer Light Panel
    - b. No substitutions allowed
  
- H. Timer Signal Light Panel (Type 2) (Bid Form Item #28)
  - 1. Flush mounted
  - 2. LCD count-down display
  - 3. Green, yellow and red indicator lights
  - 4. Provide Timer Network Interface (RS-485 to Ethernet converter) configured as a client, for every Timer Signal Light Panel (see "Timer Network Interface" in specifications)
  - 5. Model
    - a. D'San Limitimer PSL-20VF
    - b. No substitutions allowed
  
- I. Timer Signal Light Panel (Type 3) (Bid Form Item #24)
  - 1. Surface mounted
  - 2. LCD count-down display
  - 3. Green, yellow and red indicator lights
  - 4. Provide Timer Network Interface (RS-485 to Ethernet converter) configured as a client, for every Timer Signal Light Panel (see "Timer Network Interface" in specifications)
  - 5. Model
    - a. D'San Limitimer ASL4ND3
    - b. No substitutions allowed

2.05 CATV EQUIPMENT

- A. RF Splitter (Bid Form Item #15)
  - 1. 8-way splitter
  - 2. Frequency Range of 5 MHz to 1,000 MHz
  - 3. Model
    - a. Blonder Tongue DGS-8 1954
    - b. No substitutions allowed

2.06 GENERAL EQUIPMENT

- A. Equipment Rack (ER) (Bid Form Item #45)
  - 1. Gangable rack enclosure
  - 2. Fully welded construction
  - 3. Provide rear door and side panels for all new racks and for the existing rack that remains
  - 4. 44-RU space
  - 5. Models
    - a. Middle Atlantic WRK-44
    - b. Approved equivalent

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- B. Equipment Rack Storage Space (Bid Form Item #44)
  - 1. Rack mounted media shelf
  - 2. Provide for the CATV Capture Cabinet
  - 3. Model
    - a. Middle Atlantic SH-DMP-S
    - b. No substitutions allowed
  
- C. Uninterruptible Power Supply (Bid Form Item #35)
  - 1. Rack mounted
  - 2. Expandable for additional battery connection
  - 3. 1,500 VA capacity
  - 4. True Sine Wave output
  - 5. Model
    - a. Furman F1500-UPS
    - b. No substitutions allowed
  
- D. Uninterruptible Power Supply Battery (Bid Form Item #34)
  - 1. Rack mounted
  - 2. Connects to Uninterruptible Power Supply
  - 3. Model
    - a. Furman BATT1500-EXT
    - b. No substitutions allowed
  
- E. Wall Panels (Bid Form Item #37)
  - 1. Provide connectors as required on existing panels
  - 2. Provide connectors as required on new panels
  - 3. Anodized finish
  - 4. Provide new labels on existing panels
  - 5. Provide custom engraved labels on new panels
  - 4. Models
    - a. Liberty PanelCrafters
    - b. Approved equivalent

PART 3 - EXECUTION

3.01 EQUIPMENT

- A. SUCCESSFUL BIDDER shall provide all terminations and cabinet assembly/build out. All equipment cabinets shall be assembled, populated, wired and tested at the SUCCESSFUL BIDDER's location prior to on-site installation. The SUCCESSFUL BIDDER shall notify the Consultant and Clark County when assembly, population, wiring and testing is complete, prior to delivery to job-site, so that the equipment cabinets can be inspected at the SUCCESSFUL BIDDER's location. Other than field connections all in-cabinet wiring shall be completed prior to inspection by Consultant and Clark County and prior to delivery to job-site.
  
- B. Equipment Rack Installation: All equipment within cabinet racks shall be logically arranged for accessibility of convenience and maintenance. Equipment shall be mounted using rack ears installed by the manufacture. Custom shelves by Middle Atlantic, RSH series, are acceptable for equipment that does not have a rack mount kit available. Equipment in custom shelves shall be securely attached to the shelf.
  
- C. Cabinet, console, and panel faces, including drawers shall be same color.
  
- D. Wiring within console, racks and cabinets shall be installed to conform to standard broadcast and sound engineering practices as described in Broadcast Audio Equipment for AM, FM, Television and in Sound System Engineering. Wiring shall be cabled, laced and securely fastened in place so that no weight is imposed on any equipment, control switches, or terminals. Wires carrying audio power shall be shielded. Input and output circuits and terminals shall be installed to provide the separation necessary for proper operation. Wires shall be identified by number and chart.
  
- E. Conductor shields for each system shall be grounded at one location only. Grounding shall be done within console and cabinet racks. There shall be no metallic connection between systems. Conduits for system and 120 volt AC system shall be bonded together at console and all cabinet racks.

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- F. There shall be 4'-0" of slack cable; cable shall not be left on floor, but neatly dressed in main backboard or above racks in ladder tray.
- G. Panels shall be black anodized aluminum brushed in the direction of the aluminum grain. Lettering shall be 1/8" engraved with white paint fill. Panels with connectors that are not square to the panel will not be accepted.

3.02 EQUIPMENT LAYOUT

- A. The equipment layout and locations shall be as detailed in the audiovisual drawings. See Section 1.05.Q for additional requirements.

3.03 CABINET MAKE-UP

- A. Lines and cables within cabinets shall be carefully cable-strapped. Cables shall be formed in rectangular configuration. Each cable shall be properly numbered in numerical order and shall maintain same number throughout site.
- B. Conductors shall be color-coded and individual cables shall be rung out, and tagged with code markers equal to W.H. Brady Co. or E-Z Code wire markers. Wire markers shall be self laminating. If not, clear heat shrink tubing shall be used over each label to ensure permanence. Each cable index strip shall be typed and installed on terminal cabinet door. Each index strip shall be covered with Zellerbach # R125, or equal, typed on "as-built" drawings.
- C. Terminations and connections throughout system shall be UL listed approved connectors, appropriate for the use intended.
- D. Cable distribution rings for inside wiring cable and distribution cable shall be Dracon Industries #10941-000, 10942-000 or 1094-000 size as required, or an approved equal.

3.04 SUCCESSFUL BIDDER USE OF SITE AND PREMISES

- A. SUCCESSFUL BIDDER shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
- B. Limit use of site and/or premises to allow:
  - 1. COUNTY occupancy.
  - 2. Work by others, work by COUNTY, and work by public utility companies.
  - 3. Use of site and premises by the public.
- C. Maintain emergency exits from existing buildings during installation period.
- D. Installation/work operations shall be limited to areas approved by COUNTY.
- E. Utility Outages and Shutdown: Provide 3 days notice of scheduled shutdowns and immediate notification of unscheduled utility interruptions to the site.

3.05 COUNTY USE OF SITE AND PREMISES

- A. COUNTY intends to occupy the existing buildings on the premises and will conduct public business during the entire period of installation/work. Schedule the Work to accommodate this requirement.
- B. Cooperate with COUNTY to minimize conflict and to facilitate COUNTY's operations. Schedule the Work to accommodate this requirement.
- C. COUNTY's Access to the Site: Provide COUNTY access to the Work in preparation and progress wherever located.

3.06 WORK SEQUENCE

- A. Construct Work in phases to accommodate COUNTY's occupancy requirements during the installation/work period, coordinate installation/work schedule and operations with COUNTY.

3.07 COUNTY OCCUPANCY

- A. COUNTY may occupy or use any complete or partially completed portion of the Work at any stage when such portion is designated by SUCCESSFUL BIDDER, provided such occupancy or use is appropriate.

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1. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided COUNTY and SUCCESSFUL BIDDER have accepted in writing the responsibilities assigned to each of them, security, damage to the Work, and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents.
  2. Consent of SUCCESSFUL BIDDER to partial occupancy or use shall not be unreasonably withheld.
  3. The stage of the progress of the Work shall be determined by decision of COUNTY.
- A. Immediately prior to such partial occupancy or use, COUNTY and SUCCESSFUL BIDDER shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- B. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of work not complying with the requirements of the contract.
- 3.08 PROJECT MEETINGS
- A. It shall be the responsibility of the SUCCESSFUL BIDDER to supply any necessary requested information and have its project manager and project supervisor in attendance at all project meetings as identified within Section III: Special Conditions, Item No. 6 – Project Meetings.
- 3.09 COORDINATION
- A. All the Work of this section shall be coordinated with the current operation of the system(s).
- B. The SUCCESSFUL BIDDER shall coordinate the finish required for all plates, panels, and enclosures supplied as part of this specification section with the Clark County. The SUCCESSFUL BIDDER shall supply finish samples as requested by the Clark County.
- C. Maintain constant communications with all designated personnel of the Clark County and attend all construction meetings as requested by the Clark County.
- D. Coordinate the switch over of all systems; subsystems; and software with Clark County, operations and maintenance personnel as designated by the Clark County.
- E. Coordinate cabling and conditions with Clark County Contracted Vendor for Cabling.
- 3.10 WORKMANSHIP
- A. Maintain competent supervisor(s) on-site and supporting technical personnel, acceptable to the Clark County and Consultant during the entire installation. The SUCCESSFUL BIDDER shall submit the name and telephone number of the supervisor. Change of supervision during the project is not acceptable without prior written approval from the Clark County.
- B. Adjust and balance all circuits as specified herein. Set all controls and software parameters to render a fully and optimally operating systems and subsystems. All computer-controlled functions shall require complete audio/computer/software setup, balancing, label-entry and documentation.
- C. Install all equipment to industry safety and ergonomic standards and provide full engineering and technical support throughout the installation process.
- 3.11 FABRICATION & INSTALLATION
- A. All installation practices shall be in accordance with, but not limited to, these specifications and drawings. Installation shall be performed in accordance with the applicable standards, requirements, and recommendations of authorities having jurisdiction.
- B. If, in the opinion of the SUCCESSFUL BIDDER, an installation practice is desired or required, which is contrary to these specifications or drawings, a written request for modification shall be made to the Consultant. Modifications shall not commence without written approval from the Consultant.
- C. Provide intelligible, permanent identification on or adjacent to all patching jacks, connectors, receptacles, terminal blocks, meters, indicators, switches, equalizers, mixers, amplifiers, etc. The identification shall clearly indicate the function, or circuit.
- D. The SUCCESSFUL BIDDER must take such precautions as are necessary to guard against electromagnetic and electrostatic hum, to supply adequate ventilation, and to install the equipment so as to provide maximum safety to the operator.

- E. Care shall be exercised in wiring so as to avoid damage to the cables and to the equipment. All joints and connections shall be made with rosin-core solder or with mechanical connectors approved by the Consultant.
- F. All wire and cable shall be continuous and splice free for the entire length of run between designated connections or terminations except where terminal blocks are specified on the single line drawings.
- G. When connecting stranded wire to compression screw terminals do not tin the wire ends. When inserting wires into a compression terminal take proper care to insert only the stripped portion of the cable.

### 3.12 EQUIPMENT LABELING

- A. In addition to permanently labeling each cable and termination device, each piece of equipment, device, and panel shall have permanent label corresponding to its function as shown on system drawings.
- B. All user cables shall be labeled as to their function. User cables may include audio, video, VGA, HDMI, or other connector cables that the user is required to handle during normal system setup and use.

### 3.13 GROUNDING

- A. The SUCCESSFUL BIDDER shall follow all standard NEC and local codes for grounding practices on all of the audiovisual equipment and equipment racks.
- B. It shall be the responsibility of the SUCCESSFUL BIDDER to follow good engineering practices. At no time shall there be a compromise in safety or any exception to the NEC and local codes.

### 3.14 DELIVERY OF EQUIPMENT

- A. Ensure that the spaces where any electronic equipment is to be stored and/or installed is completely free from any foreign substances, such as concrete dust, or any other material that may otherwise be harmful to electronic equipment and connections. No allowances shall be made to the Contractor for equipment damage, or delays due to environmental damage.

### 3.15 AC POWER

- A. Clark County, by contracted vendor, shall ensure that adequate power circuits have been provided.

### 3.16 PHYSICAL INSTALLATION

- A. All equipment shall be firmly secured in place with a safety factor of at least five (5). All hardware shall be SAE Grade 5 minimum and all installation practices shall comply with standard rigging practice, OSHA standards, and all building codes.
- B. All boxes, equipment, etc. shall be secured plumb and square.
- C. In the installation of equipment and cable, consideration shall be given not only to operational efficiency, but also to overall aesthetic factors.
- D. All power supplies shall be located, oriented, and connected electrically so as to minimize hum and RFI interference. Further, all plug-in type power supplies shall be firmly attached using mechanical fasteners to its associated power receptacle to insure accidental removal and/or connection loss.

### 3.17 CABLE LENGTH & SPLICES

- A. All cables shall be cut to the length dictated by the run. No splices shall be permitted without prior permission of the Consultant. For equipment mounted in drawers or on slides, the interconnecting cables shall be provided with a service loop of appropriate length.

### 3.18 CABLE INSTALLATION

- A. All cables, regardless of length, shall be marked with wrap-around number or letter cable markers at both ends. There shall be no unmarked cables at any place in the system. Marking codes used on cables shall correspond to codes shown on drawings and run sheets. Clear heat shrink (or equal) shall protect numbers.

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- B. All inter-device cabling shall be neatly strapped, dressed, and adequately supported.
- C. For all cables interfacing with racks, cabinets, consoles, or equipment modules requiring terminal blocks, boards, strips, or connectors these shall be either of Wago/Entrelec type constant pressure terminal strip or insulation displacement punch down type as manufactured by ADC or Siemons.
- D. All cables shall be grouped according to the signals being carried. In order to reduce signal contamination, separate groups shall be formed for the following cables:
  - 1. Power cables
  - 2. Control cables
  - 3. Video cables
  - 4. Audio cables carrying signals between -20 dBm and +20 dBm.
- E. All power cables shall be run vertically on one side of an equipment rack as viewed from the rear. All other cables shall be run vertically on the other side of an equipment rack, as viewed from the rear.

3.19 FIELD QUALITY CONTROL TESTS

- A. Maintain a competent supervisor and supporting technical personnel during the entire installation. Change of supervisor during the project shall not be acceptable without prior written approval from the Clark County.
- B. Before connecting any equipment to electrical power outlets, measure and record the A.C. voltages between the hot, neutral and ground terminals to verify correct outlet polarity. Record all findings.
- C. Upon completion of the system installation, the SUCCESSFUL BIDDER shall be responsible for the system adjustments.
- D. Physical inspection of the rack and field wiring shall be done by the Consultant to insure neat and orderly installation practices have been upheld.
- E. Verify the performance parameters of the individual systems following established professional procedures. Document all acceptance testing, include the date the tests were performed, who performed the tests and the equipment used in testing. Where discrepancies are found in testing go back and fix the discrepancy and retest all affected areas and/or systems. Document what was done to fix the problem and document the new test results, the date and people responsible for fixing and retesting.
- F. Test all line level signals for polarity and continuity.
- G. Test every control panel button and ensure that they provide the proper feedback required and perform the functions desired correctly.
- H. Upon completion of the installation and all preliminary testing submit in writing all test results. Submit notification that the system installation is complete and in compliance with the contract documents and that the system is ready for inspection by the Clark County's consultant.

3.20 TEST EQUIPMENT

- A. The contractor shall provide the following test equipment to be available for the Clark County or Consultant at any time after the substantial completion of the project.
  - 1. Digital Multi-meter
  - 2. Radio frequency television digital and analog signal level meter.
  - 2.1 Audio tone generator
  - 3. Fiber optical power meter.
  - 4. Video signal generator.
  - 5. Radio frequency signal generator.
  - 6. TV signal analyzer
  - 7. Radio frequency carrier to noise test kit.
  - 8. Ethernet network analyzer

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9. Laptop computer with all software required to make adjustments to any component of the system.
10. All cables, ladders, tools and adaptors for system programming, inspection, testing and acceptance.
11. One (1) technician familiar with the system to facilitate any required modifications.

3.21 INSPECTION AND TEST UPON COMPLETION

- A. Checkout and final commissioning of the system shall be made by a factory-trained technician in the employment of the SUCCESSFUL BIDDER of the products installed. In addition, factory representative trained technicians shall demonstrate the operation of the complete system and of each major component to the Clark County. COUNTY, at its sole discretion, will make the final determination whether project as been completed in accordance with the specifications herein and is acceptable.
- B. System field wiring diagrams shall be provided to the Clark County by the SUCCESSFUL BIDDER prior to installation.
- C. All material and installation shall be guaranteed to be free of defects in material and workmanship for one (1) year after the written acceptance of installation and test has been completed. This shall be in writing to establish the acceptance date as stated in Section 1.13A.
- D. Prior to Clark County acceptance, all equipment and associated cabinets shall be thoroughly cleaned. Any smudges, grease and noticeable fingerprints shall be removed from all equipment. All floors where equipment resides shall be swept clean of dust and debris, void spaces under raised floors included.
- E. Upon completion of the installation, four (4) copies of complete operational instructions shall be furnished, complete with record drawings. Instructions shall include part numbers and names, addresses, and telephone numbers of parts sources. Maintenance manuals shall include serial numbers of all equipment installed in the system. Final payment shall not be made until operational and maintenance manuals have been received.
- F. Upon completion of the installation of the equipment, SUCCESSFUL BIDDER shall provide to the Clark County a signed statement from the SUCCESSFUL BIDDER that the system has been tested, and functions properly according to the specifications.

BID NO 602928-13

ATTACHMENT 5  
AUDIOVISUAL SYSTEMS DRAWINGS

(In order to obtain copies of the specifications/drawings of the Project, please refer back to the Invitation to Bid page and follow the directions noted within the third paragraph.)

**INSTRUCTIONS FOR COMPLETING THE  
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

**Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners (“BCC”) in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

**General Instructions**

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

**Detailed Instructions**

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

**Business Entity Type** – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting ‘Other’, provide a description of the legal entity.

**Non-Profit Organization (NPO)** - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

**Business Designation Group** – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

**Minority Owned Business Enterprise (MBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

**Women Owned Business Enterprise (WBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

**Physically-Challenged Business Enterprise (PBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

**Small Business Enterprise (SBE):**

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

**Veteran Owned Enterprise (VET):**

A Nevada business at least 51% owned/controlled by a veteran.

**Disabled Veteran Owned Enterprise (DVET):**

A Nevada business at least 51% owned/controlled by a disabled veteran.

**Business Name (include d.b.a., if applicable)** – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

**Corporate/Business Address, Business Telephone, Business Fax, and Email** – Enter the street address, telephone and fax numbers, and email of the named business entity.

**Local Business Address, Local Business Telephone, Local Business Fax, and Email** – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

**Number of Clark County Nevada Residents employed by this firm.**

**List of Owners/Officers** – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

**For All Contracts – (Not required for publicly-traded corporations)**

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

**Signature and Print Name** – Requires signature of an authorized representative and the date signed.

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group</b>						
<input type="checkbox"/> MBE		<input type="checkbox"/> WBE		<input type="checkbox"/> SBE		<input type="checkbox"/> PBE
Minority Business Enterprise		Women-Owned Business Enterprise		Small Business Enterprise		Physically Challenged Business Enterprise
<b>Corporate/Business Entity Name:</b>						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>POC Name and Email:</b>		
<b>Telephone No:</b>				<b>Fax No:</b>		
<b>Local Street Address:</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name Email:</b>		
<b>Number of Clark County Nevada Residents Employed:</b>						

**All entities**, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

**Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors** in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

**Entities** include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
_____	_____	_____
_____	_____	_____
_____	_____	_____

***This section is not required for publicly-traded corporations.***

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 

Yes     No    (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
  
2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 

Yes     No    (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

\* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

**For County Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

Yes  No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes  No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

## DISCLOSURE OF RELATIONSHIP

***For County Use Only:***

If any Disclosure of Relationship is noted above, please complete the following:

Yes  No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes  No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

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Signature

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Print Name

Authorized Department Representative

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If any Disclosure of Relationship is noted above, please complete the following:

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Notes/Comments:

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Signature

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Print Name

Authorized Department Representative

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Yes  No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes  No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

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Signature

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Print Name

Authorized Department Representative