

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES
BETWEEN THE
CITY OF RENO
and
YESCO, LLC
CONTRACTOR

THIS CONTRACT is made and entered into by and between the City of Reno, a Nevada municipal corporation ("City"), and YESCO LLC ("Contractor").

WHEREAS, the City deems it advisable to engage the services of the Contractor, and it appears that such services can be performed more economically under a contract; and

WHEREAS, the Contractor has signified a desire to provide services as set forth in the response to the City's Invitation to RFP No.2024-12; and

NOW THEREFORE, in consideration of the premises and of their mutual and dependent agreements, the parties hereto agree as set forth in the following terms and conditions.

1. PROFESSIONAL STANDARDS. The Contractor shall provide the services set forth herein in a workmanlike manner consistent with standards in the trade, profession, or industry; and shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

2. EMPLOYMENT OF CITY EMPLOYEES. The Contractor shall not engage the services of any person or persons now employed by the City, including any department, commission or board thereof, to provide services relating to this Contract.

3. NONDISCRIMINATION. In connection with the performance of work under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, religion, color, veteran status, sex, sexual orientation (means having or being perceived as having an orientation for heterosexuality, homosexuality, or bi-sexuality), gender identity or gender expression (means a gender-related identity, appearance, expression, or behavior of a person regardless of the person's assigned sex at birth), physical condition, disability, national origin, or any other protected class status applicable under federal, state or local law, rule or regulation. Race includes traits associated with race, including, without limitation, hair texture and protective hairstyles. Any violation of this provision shall constitute a material breach of contract.

4. CONTRACT TERM. This Contract shall be effective June 12, 2024 until completed, unless sooner terminated by either party as specified in this Contract.

5. NOTICE. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph seven (7) in the not-to-exceed sum of \$288,028.00, which includes a contingency in the amount of \$66,468.00, for the term of this Contract.

7. INCORPORATED DOCUMENTS – SCOPE OF WORK. The parties agree that the scope of work shall be specifically described in attachments. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: Contractor’s Response to Invitation to RFP No. 2024-12.

Contractor’s Attachment(s) shall not contradict or supersede any City specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

9. TIMELINESS OF BILLING SUBMISSIONS. The parties agree that timeliness of billing is of the essence to the contract and recognize that the City is on a fiscal year that ends every June 30th. Invoicing for all work shall be at the rates and intervals as set forth in the incorporated attachments.

10. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, or the State or United States Government in the event that they provide any funding, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all City ordinances, and state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found during business hours, with or without notice by the City or its authorized agent (and State or Legislative Auditor when applicable), and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

11. CONTRACT TERMINATION. Per the terms of the RFP.

12. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys’ fees and costs.

13. LIMITED LIABILITY. The City will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any City breach shall never exceed the amount of funds appropriated and authorized for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum “not to exceed” value. Contractor’s tort liability shall not be limited.

14. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through

the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

15. INDEMNIFICATION & HOLD HARMLESS. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the City's right to participate, the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

16. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party.

17. INSURANCE AND BONDS. Contractor, as an independent contractor, must carry policies of insurance and pay all taxes and fees incident hereunto. Contractor shall provide, when required by state law, for all workers' compensation coverage for its employees. Policies shall meet the terms and conditions as specified in RFP #2024-12. Contractor must meet the terms and conditions for bonding as specified in RFP #2024-12.

18. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law or ordinance. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

19. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

20. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into City possession by Contractor upon completion, termination, or cancellation of this Contract. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a trade secret or confidential proprietary information in accordance with NRS 332.061, provided that Contractor thereby agrees to indemnify and defend the City for honoring

such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree where expressly prohibited by law or ordinance, no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective, or after it ceases to be effective, or beyond its maximum authorized consideration, shall be performed at the sole risk of Contractor.

27. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada and the ordinances of the City of Reno, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the Second Judicial District Court, Washoe County, Nevada for enforcement of this Contract.

28. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Headings are for convenience only and shall not be construed as material. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed and approved by the respective parties hereto. This Contract may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

YESCO LLC

By: _____
Robert Short, Vice President

CITY OF RENO

ATTEST:

By: _____
Hillary L. Schieve, Mayor

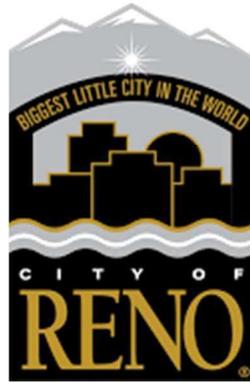
By: _____
Mikki Huntsman, City Clerk

APPROVED AS TO FORM

By: _____
Susan Ball Rothe
Deputy City Attorney

ATTACHMENT A

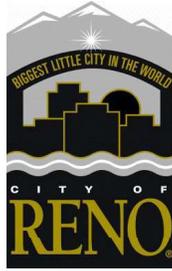
Request for Proposal # 2024-12



Cover Sheet for Request for Proposal
RFP #2024-12
Reno Event Center Outdoor Video Display Board
Replacement

If you are submitting a Response to a Request for Proposal, please utilize our [online portal](#).

CITY OF RENO
Purchasing Division
P.O. Box 1900
Reno, NV 89505
(775) 326-6658
(775 334-2409 fax
woodm@reno.gov

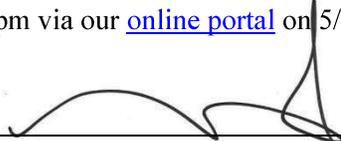


Date: 5/21/2024

Request for Proposal No.
2024-12
THIS IS NOT AN ORDER

INVITATION AND ADVERTISED REQUEST FOR PROPOSAL

Sealed RFPs will be received until 3:00 pm via our [online portal](#) on 5/28/2024. Said RFPs shall be opened no earlier than 3:05 pm 5/28/2024.



Marcie Wood, Management Analyst – Purchasing

The City of Reno is currently accepting sealed proposals for Reno Event Center Outdoor Video Display Board Replacement. It is the express intent of this RFP solicitation to award to the lowest responsive, responsible Proposer(s) to provide services/ equipment to the City of Reno. If the Proposer proposes to provide services/equipment other than specified so as to make it conform to performance standards, a complete and detailed description must be included as part of the RFP showing each proposed modification. All deviations from the specified scope of services must be completely described. Attach more sheets and label appropriately if needed. The City of Reno shall determine if any information submitted shall be deemed necessary to the successful completion of the project within “NO SUBSTITUTIONS” category.

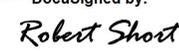
This solicitation is made in compliance with Nevada Revised Statute §332. Any appeal and or protest shall be in conformance with §332.068 and the protest requirements stated in this RFP.

Questions regarding the Request for Proposal shall be submitted via the [online portal](#) under the Questions Tab.

Per the attached Terms, Conditions, and Requirements

Firm Name: YESCO LLC
Address : 800 Bennie Lane Suite B
City: Reno
State: NV Zip: 89512
Telephone: 775-359-3131
Fax _____
E-Mail akeefer@yesco.com

In compliance with this Request for Proposal and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if Proposal is accepted, to furnish any or all of the items or services listed herein at the fees and terms stated. I also acknowledge receipt of 22 pages of this Request for Proposal.

DocuSigned by:


Signature 4A07822D342640D...
Print Name Robert Short
Print Title Vice President

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REQUEST FOR PROPOSAL PROCESS AND RULES

1. Request for Proposal Schedule

Schedule of Events	Date
RFP Released	5/21/2024
Last Day to Submit Questions	5/23/2024 3:00 PM
All Addendums to be Posted to reno.gov by	5/24/2024 5:00 PM
Sealed Proposals Due to City of Reno	5/28/2024 3:00 PM
Proposed Award Date by City Council	6/12/2024
Implementation	June 2024

The City of Reno reserves the right to modify this schedule at the City's discretion. Notification of changes in the Request for Proposal, due date, and deadline for questions will be posted on the City website at reno.gov and our [online portal](#) or as otherwise stated herein. Changes in any other anticipated dates will not be released unless deemed necessary at the sole discretion of the City.

Description of Scheduled Events

Deadline For Questions – The deadline for any questions concerning the Request for Proposal is 5/23/2024 at 3:00 pm local time. Any questions submitted after the deadline will not be responded to.

All Addendums to be Posted by – All addendums to the Request for Proposal shall be posted to the City's website at reno.gov and our [online portal](#) no later than 5:00 pm local time on 5/24/2024. All proposals submitted for this Request for Proposal **must** have all addendums attached and acknowledged. Any proposal that does not include the addendums will be rejected.

Sealed Proposal Due to City – The due date for the sealed Request for Proposal response is 5/28/2024 at 3:00 pm local time. All proposals received after the date and time set for receipt shall be disqualified from consideration and thus deemed rejected.

2. Questions/ Clarifications

Questions regarding the Request for Proposal shall be submitted via the [online portal](#) under the Questions Tab. Questions should be submitted in accordance with the Request for Proposal Schedule. If any questions or responses require revision to this solicitation as originally published, such revisions will be by formal addendum only. If the solicitation includes a contact person for technical information, any oral or written representations made by this, or any person shall not be relied upon unless subsequently ratified by a written addendum to this solicitation issued by the City. To determine whether any

representations made require an addendum be issued, please contact Marcie Wood, Management Analyst - Purchasing, at (775) 326-6658.

It is the City's intent to allow submitters sufficient time to submit questions and seek clarification on the RFP.

All responses to inquiries will be electronic and will be provided to all prospective submitters who have downloaded the RFP from our [online portal](#) based on the Proposal Schedule to ensure that the answers can be sent and received by the prospective submitters for their consideration prior to the date submissions are due.

3. Addendums

All addendums to this Request for Proposal shall be issued by the City of Reno in writing. Material changes affecting the material or the Proposer's cost estimate shall have no standing with the City of Reno if not sanctioned by written addendum.

4. Exceptions

A Proposer who believes RFP specifications are unnecessarily restrictive or limit competition may submit such on the Exceptions page of this RFP documents. All Exceptions will be considered in the RFP evaluation.

The City of Reno will promptly respond in writing to each written objection and where appropriate, issue all revisions, substitutions, or clarifications via addenda. Objections of technical or contractual requirements shall include the reason for the objections, supported by documented factual information and any proposed changes to the requirements.

5. Request for Proposal Receipt and Opening Time

This RFP proposal must be received via our [online portal](#) no later than 3:00 pm, 5/28/2024.

Late RFPs shall be disqualified from consideration.

6. Preparation of RFP

Proposer shall examine all specifications, specific instructions, and terms and conditions of the Request for Proposal. Failure to do so will be at Proposer's risk.

Any addenda issued shall forthwith become an integral part of the RFP. Proposer shall be required to acknowledge receipt of the same by signing and returning the addenda with the original RFP document.

Proposer shall furnish the required information typed or written in ink.

The person signing the RFP must initial erasures or other changes in ink.

In the space provided, a duly authorized representative of the RFP firm shall sign the RFP document.

Proposer shall proofread RFP carefully for errors.

Prices quoted shall be F.O.B. destination within the Reno/Sparks general area and shall be inclusive of all costs and exclusive of Federal and State taxes.

In the event of a difference between a unit price and the extended price, the unit price shall govern.

Technical specifications contained herein shall be considered “optimum”. However, a Proposer deviating from the specifications must specify in the exception section any and all exceptions. Failure to note exceptions shall be interpreted to convey that the Proposer shall propose to perform in the manner described and/or specified in this RFP solicitation. Alternate RFP proposals shall be considered provided said alternate (s) are fully described and accompanied by brochures, literature specifications or a combination thereof. The City’s decision with respect to equivalents shall be final.

7. Submission of Request for Proposal

Proposer shall sign and return the ENTIRE RFP DOCUMENT.

The City of Reno is limiting social interactions. Therefore, at this time, this RFP proposal must be received via our [online portal](#) no later than 3:00 pm, 5/28/2024.

The City will only accept submissions via our [online portal](#).

Prices offered shall **only** be considered if they are provided in the appropriate space(s) on the RFP schedule or included as an attachment to the RFP submission. For consideration, any additions or deductions to the RFP prices offered must be shown under the exception section of the RFP. Extraneous numbers, prices, comments, etc. appearing elsewhere on their RFP shall be deemed to have no effect on the prices offered in the designated locations.

The City of Reno shall provide a copy of the RFP results to those Proposers requesting such.

8. Late RFP

A RFP received after the receiving time specified shall be rejected.

9. Withdrawal of RFP

A RFP may be withdrawn by written notice, provided such a notice is received prior to the date and time set for the RFP opening.

A request for withdrawal of RFP received after the scheduled RFP opening will not be considered.

10. Specifications

Please see Attachment A.

11. Specification Restrictions

The herein contained technical information shall in no manner be construed as restrictive as to the manufacturer, process or point of origin. References appearing restrictive shall be deemed inadvertent or employed as a descriptive device to delineate as to the quality, or configuration.

Offers made as an alternate to those specified shall be given consideration in the RFP evaluation process PROVIDED said alternatives shall be fully described using brochures, specifications, literature, or any combination thereof, accompanying and deemed an integral portion of the Proposer's response.

The City of Reno shall solely determine the acceptability of all offerings.

12. Exceptions to Specifications

Utilizing space provided in the RFP, Proposers shall note any and all exceptions to the specifications and/or terms and conditions contained herein. Submittal of a specification sheet alone shall not be considered sufficient notification of exceptions.

Failure to note exceptions in the RFP shall be interpreted that the Proposer will perform in the manner described and /or specified in this Request for Proposal.

The City of Reno reserves the right to accept or reject any and all alternatives or exceptions offered, based solely on the value of said alternatives or exceptions to the City of Reno.

13. References

In the space provided in this RFP, Proposers shall provide verifiable references for Reno Event Center Outdoor Video Display Board Replacement, **RFP # 2024-12** as specified in this Request for Proposal.

For the references listed, please give the following information:

Name of entity

Name, phone number and contact person within the above listed organization

Type of product/service provided

Failure to provide references may result in rejection of the Proposer's response

14. Guarantee/Warranty

The successful Proposer shall agree to replace and or redo, at no cost to the City of Reno, any products or services purchased as a result of award of this Request for Proposal, if that product/service is deemed unacceptable for any reason resulting from deviations from the specifications contained herein, or as a result of improper procedures, and/or improper

handling by the successful Proposer.

All equipment installed on the project shall carry a minimum five (5) year manufacturer's warranty on parts with a minimum of two (2) years on labor.

Proposer shall provide the nature and limitations of the guarantee/warranty that shall apply to Reno Event Center Outdoor Video Display Board Replacement, **RFP #2024-12**.

15. Tax Exemption

The City of Reno is a tax exempt public entity and is not generally subject to federal excise, state, or local taxes. The City is specifically limited in its payment of sales tax per NRS §372.325. No additional taxes may be added or "passed through" as a result of any agreement.

16. Pricing

Proposers shall provide prices for Reno Event Center Outdoor Video Display Board Replacement RFP #2024-12 as part of their RFP submission documentation.

Pricing shall be inclusive of ALL COSTS such as per diem, travel time, hotel costs and all other expenses relating to the products/service purchased.

Prices shall be exclusive of all Federal and State of Nevada sales, use and/or excise taxes.

17. Discount and Payment Terms

Prompt payment discounts and payment terms shall not be considered in recommending the RFP award if less than twenty (20) days.

The City of Reno normal payment terms are "Net 30 days". If the Proposer wishes to take exception with the terms as stated, an exception must be stated in the Exception Section of the Request for Proposal.

The beginning of the discount and/or payable period will be computed from the date of satisfactory completion of services, and/or the date of receipt of a correct invoice by the City of Reno accounts payable department, whichever is later. Payment is deemed made as of the date on the City of Reno warrant.

18. Billing

The successful Proposer shall invoice the City of Reno and reflect the purchase order number, be itemized and show the name of the authorized individual who placed the order. Original or copy with authorized signature is required.

All original billings should be addressed to:

City of Reno
P.O. Box 1900
Reno, NV 89505

Attention: Accounts Payable

A copy of the billing should also be sent to the ordering department.

19. RFP Evaluation

RFPs shall be evaluated with considerations being price, responses to questions posed within the RFP document related to process, references and on the basis of conformance to specifications, terms and conditions of the Request for Proposal as stated herein. Additionally, further detail relating to the selection of a vendor is this RFP.

20. Termination

The resultant contract may also be terminated upon thirty (30) days written notice by the City of Reno without cause.

21. Assignment

No Assignment of any agreement resulting from this award of this RFP shall be allowed.

REFERENCES

In the space provided below, Proposers shall provide the name, address, telephone number and contact person of the customers for whom they have performed for as described in this Request for Proposal. References cannot be a current or former City of Reno employee or a division of the City of Reno.

Name, Address, Phone #, Contact Person

1. Name: Jacobs Entertainment (J Resort)
Contact: Chris Mazanec
Phone Number: 561-514-5586

2. Name: TMCC
Contact: Marcus Ollom
Phone Number: 775-674-4838

City of Reno Business License Number and Expiration date R123918A Expires 7/31/24

Reno Municipal Code, Section 4.04.020 requires that any business operating within the City of Reno is required to possess a valid City of Reno business license. Be advised that upon award of a contract/agreement to perform services for the City of Reno, a current business license must be in your possession before commencing business.

Other license Numbers of Proposer NV State Contractor Licenses 74290; 74289; 75739

Minority Status: Has this firm been certified as a minority, women-owned or disadvantaged business enterprise by any governmental agency? ___Yes xNo if yes, please specify government agency: _____

Date of certification: _____

The above is for information only. The City of Reno encourages minority business participation; however, no preference shall be given.

Notice to disabled persons: The City of Reno will make reasonable accommodations for disabled persons who wish to attend a RFP opening by contacting Marcie Wood prior to the RFP opening date.

Debarment and/or Suspension: As required by Executive Order 125.49, Debarment & Suspension, and implemented at 34CFR Part 85, the Proposer certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any Federal Department or Agency.

NONDISCRIMINATION. In connection with the performance of work under this Contract, the

Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, religion, color, veteran status, sex, sexual orientation (means having or being perceived as having an orientation for heterosexuality, homosexuality, or bi-sexuality), gender identity or gender expression (means a gender-related identity, appearance, expression, or behavior of a person regardless of the person's assigned sex at birth), physical condition, disability, national origin, or any other protected class status applicable under federal, state or local law, rule or regulation. Race includes traits associated with race, including, without limitation, hair texture and protective hairstyles.

Pursuant to NRS §332.065, this RFP requires that a written certification be included certifying that the proposing company is not currently engaged in and agrees for the duration of any contract entered into with the City of Reno to not engage in, a boycott of Israel. Accordingly, the [proposing] company hereby certifies they are not currently engaged in and agree not to engage in for the duration of this contract entered into with the City of Reno, a boycott of Israel. Yes No

Robert Short, Vice President
Printed Name & Position

DocuSigned by:
Robert Short
4A07832D342640D
Signature

GENERAL TERMS AND CONDITIONS

1. Notice of Rights

- The City of Reno reserves the right to reject any or all proposals or any part thereof.
- The City of Reno reserves the right to waive any minor informalities or irregularities.
- The City of Reno reserves the right to require such surety as may be deemed necessary for the protection of the City of Reno, or to ensure the satisfactory performance of a contractor in accordance with the specifications and RFP documents.
- The City of Reno reserves the right to withhold award for a period of ninety (90) days from the date of RFP opening.
- The City of Reno reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve the City's best interest. RFPs identified on the basis of "All or Nothing" will be excluded from this provision.
- The City of Reno is a tax exempt public entity and is not subject to federal excise, state, or local taxes. No additional taxes may be added or "passed through".
- The City of Reno may require a full demonstration of any item RFP at vendor's expense.

2. Preparation of RFPs

- RFPs must be submitted in accordance with any document attached hereto and made an integral part hereof.
- Proposers are expected to examine these documents carefully. Failure to do so will be at the Proposer's risk.
- RFPs should be proofread carefully for any errors.
- Any irregularities or lack of clarity in any of the RFP documents attached hereto should be brought to the attention of Marcie Wood – Management Analyst – Purchasing, as soon as possible so that corrective addenda may be furnished to all Proposers.
- Alterations/erasures must be crossed out and the corrections thereof printed in ink or typewritten adjacent thereto. Corrections must be initialed in ink by each person signing the RFP.
- In the case of a difference between written words and figures, the amount stated in written words shall govern.
- In the case of a difference between a unit price and the extended price, the unit price shall govern.

All additions, deletions or exceptions are to be listed on the page marked as such. If there are none, print "NONE" and return the page with the submitted RFP. Failure to return or sign the exception page will be presumed as no exceptions are being taken and all terms, conditions, and specifications are being met. **Any pricing information being offered MUST either be submitted with the RFP documentation or specifically detailed on the "Exception Page".**

Proposers shall note that alterations in the RFP language shall be cause for RFP rejection. If exceptions are taken or alternatives offered, complete descriptions must be shown separately.

All prices quoted shall be F.O.B. destination. No additional charges for freight, packaging, handling, etc., shall be allowed.

Proposers are instructed to use City RFP forms, if provided and complete the requested information fully, i.e., pricing, RFP schedules, specification descriptions, exceptions, disclosure of principals, etc. Failure to do so may be cause for RFP rejection. If additional space is needed, attach additional sheets referencing the appropriate section.

3. Award of Contract

- A. The City of Reno will award the contract on the basis of the RFP or RFPs most advantageous, in addition to price, the City may consider the following;
 - a. The ability, capacity and skill of the Proposer to perform the contract or provide the service required;
 - b. Whether the Proposer can perform the contract or provide the service promptly, and within the time specified without delay or interference;
 - c. The character, integrity, reputation judgment, experience and efficiency of the Proposer;
 - d. The quality of performance on previous contract;
 - e. The previous compliance of laws by the Proposer;
 - f. The financial responsibility of the Proposer to perform the contract or provide the service;
 - g. The limitations of any license the Proposer may be required to possess;
 - h. The quality, availability, and adaptability of the product or service;
 - i. The ability of the Proposer to provide future maintenance and service;
 - j. The number and scope conditions attached to the RFP;
 - k. The life-cycle, maintenance and performance of the equipment or product being offered; and
 - l. Or any other basis as allowed by law.
- B. A purchase order, mailed or otherwise furnished by the City to the successful Proposer, is a binding contract without further action by either party.
- C. The City will notify all unsuccessful Proposers of the RFP results, and will return with such notice any surety held for bonding.
- D. The resultant contract may not be assigned, transferred or delegated, along with any rights, obligations or duties without prior written consent of the City of Reno.
- E. The technical specifications contained herein shall be considered "optimum" to the standard material, and is not intended to restrict RFPs, evaluation of RFPs, and recommendation for award of the material to specific manufacturer or from a specific point of origin. Alternatives and/or exceptions to the specifications shall be given consideration in the resultant RFP evaluation

PROVIDED:

1. Each alternative and/or exception shall be entered on separate sheets stating page number, item, and/or sub-item number and a detailed description of all items offered as alternatives or exceptions.
 2. However, the City of Reno shall reserve the right and privilege to accept or reject any or all RFPs offered, based solely on the judgment of City of Reno staff as to the value of the offers to the City of Reno.
- F. The resultant agreement may be extended at the discretion of the City if determined to be in the best interest of the using agency.
- G. Performance standards shall be construed that Proposer shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures to perform the contract subject to the City's final approval.

4. Funding Out Clause

In the event the City of Reno fails to obligate requisite funds for the ensuing fiscal year(s) for payment of amounts due against an agreement resulting from this Request for Proposal, necessitating cancellation of the Agreement, the successful Proposer(s) shall agree to hold the City of Reno free from any charge or penalty.

5. Default of Contract

- A. In case of default by the contractor (successful Proposer), the City may procure the product(s) or service from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- B. If necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper adjustment in price.
- C. Default by the Proposer in any manner including failure or refusal to furnish any product(s) or service at the price and/or the time specified in the RFP may be considered cause to commence with proceedings against any surety held with the RFP, or assess a penalty equal to five (5) percent of the total RFP price.

6. Appeal by Unsuccessful Proposer

- A. Proposer may appeal a pending RFP award prior to award by the Reno City Council as established in NRS §332.068.
- B. Proposer must submit a written appeal in accordance with the requirements set forth herein to the Management Analyst - Purchasing (woodm@reno.gov) within five business days from the date of the letter notifying of intent to award the RFP.
- C. The appellant must post a bond with the written appeal with good and solvent surety authorized to do business in the State of Nevada in an amount equal to 25% of the value of the contract with the Purchasing Division in order to have their appeal heard by the

City Council. Any and all bonds are subject to the approval of the Reno City Attorney. In the event the appeal is not upheld by the City Council, a claim may be made against the bond in an amount equal to the expenses incurred and other monetary losses suffered by the City because of the unsuccessful appeal.

- D. The route of appeal is the Finance Director and City Manager, or designee, and must be followed sequentially.
- E. No RFP protests will be heard by the Reno City Council unless the Proposer has followed the appeal process route.
- F. Claims Against Protest Bonds:

The City shall not make a claim upon any bond or other security unless and until the basis of that claim is considered and approved by the City Council. The City may:

1. Claim its regular staff time and costs in processing, considering and/or defending against an award protest.
2. Claim any necessary extraordinary staff overtime incurred in processing, considering and/or defending against an award protest.
3. Claim the City Attorney's time and costs in processing, considering and/or defending against an award protest.
4. Claim any resulting fees and costs incurred to any independent contractors, consultants or contracted attorneys utilized in processing, considering and/or defending against an award protest.
5. Claim any lost expenditure savings, lost revenue and other consequential financial damages resulting from the protest's automatic stay of the award of a contract to a selected solicitation response.
6. Claim any lost gifts, lost grants or other lost government or private financial participation resulting from any delay caused by the protest's automatic stay of the award of a contract to a selected solicitation response.

G. Protest Bond Risk Inquiry—Procedure:

As soon as possible after an award protester has posted a protest bond or other security, the soliciting City department or agency shall provide a written non-binding estimate of the basis of potential claims unique to the circumstances of the contract award(s) stayed by the protest, without disclosing any RFP information that must remain confidential until an award decision is final. From this estimate, the protester shall be responsible for calculating the risk(s) of proceeding with a protest to a final decision by the City Council. A protester may withdraw a protest in writing at any time prior to a decision of the City Council, but any withdrawal more than seven (7) calendar days after the issue date of the City's estimate of the basis of potential claims shall, upon City Council's approval of the claims, be subject to claims against the bond or other security of the withdrawing protestor prior to its return to the protester. At a minimum the estimate of the basis of potential claims shall include:

1. If relevant, the date the current contract expires.
2. If relevant, the rate per year paid (or revenue earned) on the current expiring contract.
3. If relevant, the cost per year to complete the solicitation's anticipated work with

- City staff, equipment and materials.
4. The date the stayed contract award would have begun in the absence of the protest and its anticipated term.
 5. The estimated rate per year to be paid (or revenue earned) on the stayed contract award.
 6. The rate per hour to be paid to any relevant independent contractors, consultants or contracted attorneys as a result of the protest.
 7. An estimate of any anticipated staff time and costs in processing, considering and/or defending against the protest.
 8. An estimate of necessary extraordinary employee overtime salary in processing, considering and/or defending against the protest
 9. The rate per hour for City Attorney services and any estimated costs in processing, considering and/or defending against the protest.
 10. Disclosure of the amounts of any gifts, grants or other government or private financial participation that might be lost due to the protest.
 11. Disclosure of any known seasonal, labor, equipment or materials costs that are materially time-sensitive and might result in financial damages to the City due to the protest.
 12. Disclosure of any other anticipated consequential financial damages

7. Bonds Required

Each RFP shall be accompanied by a certified or cashier's check, or **RFP bond**, in the amount of five percent (5%) of the total amount RFP, payable to the City of Reno, Nevada, as a penalty in the event the Proposer does not, within ten (10) working days after receipt of written notice that the contract has been awarded, enter into a contract with the City of Reno in accordance with this RFP. The successful Proposer will be required to furnish a **performance bond** in the amount of one hundred percent (100%) of the contract insuring faithful performance of all terms of this RFP. All bonds shall be subject to the approval of the Reno City Attorney.

8. Insurance Requirements

LIABILITY INSURANCE

At all times during inspection and the agreement term, the successful proposer shall procure and maintain, at its sole expense, the following insurance coverage unless waived in writing:

Commercial General Liability at least as broad as Insurance Services Office Commercial General Liability Coverage "occurrence" form CG 00 01 04 13 or an equivalent form. The Comprehensive General Liability Coverage shall include, but is not limited to, liability coverage arising from premises, operations, independent contractors, products and completed operations, personal and advertising, injury, blanket contractual liability and broad form property damage.

The following coverage shall not be limited, by endorsement or otherwise:

1. Contractual liability coverage, including the definition of "Insured Contract" and

the contractual liability exception to the employer's liability exclusion.

2. Completed operations coverage, including the subcontractor exception to the "damage to 'your work'" exclusion.
3. The provisions of Subparts (5) and (6) of the "damage to property" exclusion pertaining to "that particular part..." in ISO form CG 00 01 04 13.

The successful proposer shall maintain limits of no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate, or the amounts customarily carried by the Contractor, whichever are greater. The general aggregate limit shall apply on a per project or location basis.

The policy shall include the City and the Reno-Sparks Convention & Visitors Authority (RSCVA) including its elected officials, officers, employees, agents and volunteers as additional insureds with respect to liability arising out of the activities performed by or on behalf of the successful proposer, including the insured's general supervision of the successful proposer, products and completed operations of the successful proposer and for premises owned, occupied or used by the successful proposer. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds.

The insurance coverage shall be considered primary insurance. Any insurance or self-insurance maintained by the City shall be in excess of the successful proposer's insurance and shall not contribute in any way.

The successful proposer shall furnish the City a policy or certificate of liability insurance issued by an authorized representative of the insurance carrier including policy forms and endorsements confirming the required coverage. The contract number and name of contract for this project shall be included on the certificate.

Automobile Coverage at least as broad as Insurance Services Office Business Auto Coverage form CA 00 01 10 13 or an equivalent form covering Automobile Liability Symbol 1 "Any Auto". In lieu of a separate Business Auto Liability Policy, the City may agree to accept Auto Liability covered in the General Liability Policy, if non owned and hired auto liability are included.

The Contractor shall maintain limits of no less than \$1,000,000 or the amount customarily carried by the contractor, whichever is greater, combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.

The Contractor's policies shall be endorsed to provide a thirty (30) day written notice of cancellation to the certificate holder for any reason other than non-payment of premium which shall bear at least ten (10) day written notice of cancellation.

Certificate Holder: City of Reno
P.O. Box 1900
Reno, NV 89505

Acceptability of Insurers: Insurance is to be placed with an A.M. Best Company, Inc. rating level of A- or better, financial size category of VIII or better, or otherwise approved by the City in its sole discretion. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted lists.

PROPERTY INSURANCE

The successful proposer shall purchase and maintain property insurance for his property located at the project site.

This policy shall provide for a waiver of subrogation in favor of the City and successful proposer

The insurance shall remain in effect until final acceptance by the City.

Acceptability of Insurers: Insurance is to be placed with an A.M. Best Company, Inc rating level of A- or better, financial size category VIII or better, or otherwise approved by the City in its sole discretion. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada or on the Insurance Commissioner's approved but not admitted lists.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The successful proposer shall purchase and maintain Workers' Compensation and Employer's Liability insurance at least as broad as National Council on Compensation Insurance (NCCI) policy form WC 00 00 00 B 07/11, or equivalent, providing coverage meeting the requirements of the Workers' Compensation law of the State of Nevada.

Worker's Compensation and Employer's Liability: Workers' Compensation coverage shall be provided with statutory limits in the State of Nevada. Employer's Liability limits of \$1,000,000 each accident, \$1,000,000 each employee for disease and \$1,000,000 policy limit for disease.

If the successful proposer fails to make payment for the workmen's compensation insurance, the City will immediately make payment and deduct the cost thereof from the payment then or thereafter due the successful proposer..

EXCEPTIONS

Does the Proposar take exception to any of the terms and conditions of this Request for Proposal and attachment thereto, or specifications? x Yes No If yes, please indicate the specific nature of the exception or clarification, in the space provided below. Attach additional sheet(s) if necessary.

THE WORK. All reference to "fairly implied" or "reasonably inferred" scope items and scope items that are necessary in the opinion of the Owner are hereby null and void. All equipment, materials, labor and requires services will be provided as required by the specifications and drawings.

INDEMNIFICATION. References to indemnification, defend, guarantee, hold harmless, and other terms of similar meaning as may exist at various places in the Agreement (collectively "Indemnification" for purposes of this paragraph), are understood by the parties to mean that Contractor shall provide such Indemnification only to the extent that damages are caused by the negligence or otherwise wrongful acts or omissions of only Contractor, its employees, subcontractors, and agents.

WAIVER OF SUBROGATION/PRIMARY COVERAGE. In the event, and to the extent, that City suffers liability or damages because of Contractor's negligent or otherwise wrongful performance of the work, or because of Contractor's failure to meet its contractual obligations, Contractor's insurance will be primary and waiver of subrogation will apply to all policies except workers compensation.

CHANGE ORDERS. The value of any extra work or change shall be determined by submission and acceptance of a lump sum proposal.

WARRANTY. Contractor warrants that goods and services provided by Contractor (other than electronic displays) will be free from material defects in workmanship and materials for a period of two (2) year from the date of delivery. This includes materials and factory labor. On-site labor is provided only where Contractor performs the on-site installation. Upon expiration of the two-year warranty, the goods will be warranted solely in accordance with the manufacturer's warranty, if any. Electronic displays, related controllers, and similar components are warranted solely in accordance with the manufacturer's warranty, if any. Contractor's warranties exclude damage caused by ordinary wear and tear, accident, abuse, misuse, misapplication of electricity, or casualty, unless the same is caused solely by Contractor. CONTRACTOR SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR, FITNESS FOR PURPOSE. Contractor will either repair or replace, at Contractor's election, any part of the goods or services that prove to be materially defective during the warranty period, in accordance with the terms of the above warranty.

PENALTIES/DAMAGES. Neither party will be liable for any liquidated, special, incidental, indirect or consequential damages as a result of a breach, dispute or default under this Agreement.

RIGHT TO REVIEW. Contractor hereby reserves the right to review and negotiate any terms and conditions contained in any Agreement and/or Purchase Order it may be required to enter into, including the Prime Contract, General Conditions and Special Conditions, as well as any documents incorporated therein by reference.

Firm Name YESCO LLC

Address 800-B Bennie Lane

City Reno

State Nevada Zip 89512

Telephone 775-284-8144

Fax _____

E-Mail akeefe@yesco.com

Proposers Federal Tax ID # 26-1484937

(May be requested at a later date)

In compliance with this "Request for Proposal" and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if this bid is accepted to furnish any and all goods and services described herein at the prices, terms and delivery stated

DocuSigned by:
Robert Short
Signature _____
4A87822D242649D...

Print Name Robert Short

Print Title Vice President

If further space is required, please attach additional sheets

DISCLOSURE OF PRINCIPALS

Please print or type

<hr/> YESCO LLC <hr/> Company Name	<hr/> 775-284-8127 <hr/> Telephone Number with area code
<hr/> 800-B Bennie Lane <hr/> Street Address	<hr/> <hr/> Fax Number with area code
<hr/> Reno, NV 89512 <hr/> City, State and Zip Code	<hr/> 26-1484937 <hr/> Federal Tax Identification Number

Names of Officers or Owners of Concern, Partnership, Etc.

<hr/> Young Electric Sign Company <hr/> Name	<hr/> Parent, 100% managing member <hr/> Official Capacity
<hr/> 2401 Foothill Drive <hr/> Street Address	<hr/> Salt Lake City, UT 84109 <hr/> City, State and Zip Code
<hr/> Robert Short <hr/> Name	<hr/> Vice President <hr/> Official Capacity
<hr/> 800-B Bennie Lane <hr/> Street Address	<hr/> Reno, NV 89512 <hr/> City, State and Zip Code
<hr/> <hr/> Name	<hr/> <hr/> Official Capacity
<hr/> <hr/> Street Address	<hr/> <hr/> City, State and Zip Code
<hr/> <hr/> Name	<hr/> <hr/> Official Capacity
<hr/> <hr/> Street Address	<hr/> <hr/> City, State and Zip Code
<hr/> <hr/> Name	<hr/> <hr/> Official Capacity
<hr/> <hr/> Street Address	<hr/> <hr/> City, State and Zip Code

I/ we hereby certify the Instructions and Terms and Conditions have been read and agree to:
(Print)

YESCO LLC 800-B Bennie Lane, Reno NV 89512
Address

775-284-8127
Phone

Fax

Representative _____ Robert Short, Vice President
Print Name

DocuSigned by:
Robert Short
4A07822D242049D...
Signature

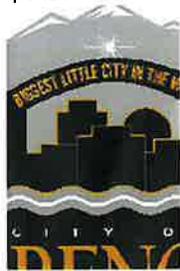
Vendor acknowledges 22 pages of this RFP. Date 05/24/2024

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ATTACHMENT A – EQUIPMENT SCOPE AND REQUIREMENTS**RFP #2024-12 RENO EVENT CENTER OUTDOOR VIDEO DISPLAY BOARD REPLACEMENT**

PROPOSAL			
ITEM	APPROX QUANTITY	UNIT	ITEM DESCRIPTION
1	1	LS	<p>The complete design, procurement, and installation of an upgraded new modern outdoor video display board at the Reno Event Center. The intent is to replace the existing outdoor video display board screen with a new modern outdoor video display board screen of the same size utilizing as much of the existing frame/structure as possible.</p> <p>The outdoor video display board upgrade shall include removal and replacement of all components for a new turnkey installation including, but not limited to, the outdoor video display board screen, internal components, hardware and software that drives the display, control system, electrical wiring, fiber optic cable, connections, start up and integration, and necessary structure, framing, closure panels and mechanical components. The new outdoor video display board shall have a maximum pixel size of 8 millimeters (mm). The board shall be recessed and flush with the existing frame and painted metal flashing used to fill the gaps. The upgraded outdoor video display board system shall be a new modern system that will not be obsolete in less than 5 years. The existing fiberoptics cables may be utilized, if deemed acceptable by the successful proposer. The maximum allowable threshold for space between the lighting and existing shell is 4". A proposer may provide separate pricing & sizing options from multiple manufacturers. Turnaround time is a critical part of this project and will be evaluated as part of the proposal.</p> <p>The successful proposer shall also be responsible for providing training on the new system and operation and maintenance manuals to City of Reno and RSCVA. Said Proposal shall include all labor, tools, equipment, implements, machinery, materials, and any incidentals necessary to complete the work.</p> <p>All lane and sidewalk closure traffic control plans are the responsibility of the successful proposer and must be approved by the City. The successful proposer shall prepare and submit to the City's Project Manager traffic control plans for the project. The traffic control plans shall contain all required information necessary for review and approval by the City. Acceptance of the submitted traffic control plans shall in no way relieve the successful proposer of their responsibility for safety requirements in conformance with applicable statutes, ordinances, and regulations.</p>

NOTE: After the Proposer is determined to be responsive and responsible, then, depending on the budget available, the City of Reno may add a contingency. The Proposer shall anticipate a contingency range between 5% and 10% of the total price. The Proposer will be responsible for meeting the bonding and insurance amount required for the total award amount including the contingency.



City of Reno
Purchasing Division
P.O. Box 1900
Reno, NV 89505

May 23, 2024

Request for Proposal RFP#2024-12– Reno Event Center Outdoor Video Display Board Replacement – Addendum 1

All potential participants: Please note that for your qualifications to be considered, you must sign and attach this addendum to your response. Failure to do so may be cause for disqualification of your response.

Additional Information

Question #1

What is the size of the existing video display board? [Approximately 13'6" high x 18'8" wide \(Contractor must field verify all measurements\)](#)

Question #2

What is the size of the existing digital signage solution in place? [We do not know, there are no available as-builts.](#)

Question #3

When are the demolition and installation phases planned to start? [The anticipated notice to proceed is June 24, 2024.](#)

Question #4

Must the LED be front serviceable, or is rear access possible within existing structure? [Front serviceable.](#)

Question #5

Are there any as-built/as-installed drawings that can be shared with Proposer? [No.](#)

Question #6

What, if any, requirements exist for scheduling media playback and CMS systems? [A locally configured system is preferred, but if that is not an option, we will consider cloud-based options.](#)

Question #7

What is the existing fiberoptic cable in place? [There are no existing as-built drawings available.](#)

Question #8

How much available rack space exists within current site infrastructure? [There are no existing as-built drawings available.](#)

Question #9

Shall any equipment being replaced remain in the possession and property of Client and stored for future use? If so, shall Client be responsible for trucking of such elements upon tear down from Venue? [No.](#)

Question #10

Bond is called out as 5% on PlanetBids and 25% within the RFP documents. Which value supersedes? [Please see item 7. Bonds Required, on page 16 of 22 of the RFP documents which states that the RFP bond is 5% of the total amount of the RFP.](#)

Question #11

Can the bond be waived? No, the RFP bond will not be waived.

Question #12

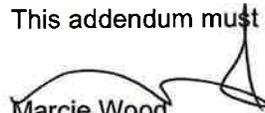
Will there be an opportunity for additional RFIs from Proposers after Client responses come back? No.

I Robert Short, Vice President of YESCO LLC
Print Name Firm Name

DocuSigned by:
Robert Short
4A07822D242649D...

acknowledge receipt of Addenda #1 (2 pages) for RFP 2024-12 on 5/24/2024
Date

This addendum must be completed and returned with your documents.


Marcie Wood
Management Analyst - Purchasing