

1                                   **CARSON CITY PURCHASING AND CONTRACTS**  
2                                   **201 North Carson Street Suite 3**  
3                                   **Carson City, NV 89701**  
4                                   **775-283-7137 / FAX 887-2107**  
5                                   <http://www.carson.org/Index.aspx?page=998>  
6

7                                   **NOTICE TO BIDDERS**  
8                                   **REQUEST FOR BID #1011-207**  
9                                   **LONG LINE STRIPING PROJECT**

10  
11 March 29, 2011  
12

13 **PLEASE NOTE:** Carson City has extensively revised this Bid document and all Bidders are  
14 advised to read the document thoroughly before submitting a sealed bid.  
15

16 **SUMMARY:** Carson City Purchasing and Contracts, on behalf of the Carson City Public  
17 Works Department, is accepting sealed bids for placing painted pavement striping on various  
18 streets located throughout Carson City. This work consists of, but not limited to, furnishing and  
19 placing various widths and types of white and yellow pavement stripes and traffic control. Bids  
20 shall be based upon the information provided in this **REQUEST FOR BIDS**.  
21

22 **CONTRACTOR'S LICENSE:** Carson City has determined that responsive Bidders must  
23 possess a minimum of a Class A Contractor's license, or any combination thereof that qualifies  
24 Contractor to perform this work, issued by the Nevada State Contractors' Board at the time  
25 they submit their Bid.  
26

27 **ADDENDA** are posted on Carson City's website <http://www.carson.org/Index.aspx?page=998>. It is each  
28 Bidder's responsibility to ensure that they have received all addenda prior to submission of  
29 their sealed bid.  
30

31 **SEALED BIDS** [one (1) original **BID RESPONSE** which includes all exhibits (clearly marked on the front  
32 outside cover with the number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail  
33 address, telephone number, and fax number)] **must be submitted in a sealed**  
34 **envelope/package/box** (clearly marked with number and title of this **REQUEST FOR BID** as well as Bidder's  
35 name, address, e-mail address, telephone number, and fax number) **to CARSON CITY PURCHASING**  
36 **AND CONTRACTS, 201 North Carson Street, Suite 3, Carson City, Nevada 89701 by 2:00**  
37 **p.m. on April 19, 2011. Bids received after the date and time set for receipt will be**  
38 **rejected and disqualified from consideration.**

39  
40 **BID OPENING AND ACKNOWLEDGMENT** will be held publicly at 2:10 p.m. on April 19, 2011  
41 at 201 North Carson Street, Carson City, Nevada 89701. A tabulation of the **BID RESPONSES**  
42 will be posted on Carson City's website <http://www.carson.org/Index.aspx?page=998> within 48 hours.  
43

44 **AWARD RECOMMENDATION** will be made by Sandy Scott-Fisher, Purchasing and Contracts  
45 Coordinator, and you may contact her at 775-283-7137 or [SScott@carson.org](mailto:SScott@carson.org) after April 20,  
46 2011 for that recommendation.

47  
48 **APPEAL BY UNSUCCESSFUL BIDDER** must be submitted in writing to Carson City  
49 Purchasing and Contracts by 8:30 a.m. on Wednesday, May 4, 2011, and must be compliant to  
50 Nevada Revised Statutes Chapter 332.

51  
52 **AWARD** will be made by the Carson City Regional Transportation Commission and is  
53 scheduled for Wednesday, May 11, 2011 and their decision is final. The Carson City Regional  
54 Transportation Commission meeting will be held in the Sierra Room of the Carson City  
55 Community Center, 851 E. William Street, Carson City, NV 89701 beginning at 4:30 p.m.

# CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

## SCOPE:

Carson City Purchasing and Contracts, on behalf of the Public Works Department, is accepting sealed bids for all labor, materials, tools, and equipment necessary for the Long Line Striping Project which consists of, and is not limited to, furnishing and placing various widths and types of white and yellow pavement stripes. Work also includes traffic control.

No guarantee is given that any specific quantities will be ordered. Quantities shown are estimates only and Carson City reserves the right to increase or decrease amounts as circumstances may require.

Bids shall be based upon the information provided in this **REQUEST FOR BIDS**.

## GENERAL:

These **SPECIFICATIONS** shall be considered as the minimum standard acceptable to Carson City. Any deviations, modifications, and/or alternates proposed to the **SPECIFICATIONS** shall be recorded on the **EXCEPTION SUMMARY**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the line number corresponding to the item and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in the **SPECIFICATIONS**.

The use of the name of a manufacturer in the **SPECIFICATIONS** does not restrict Bidder to that manufacturer's product specifications, unless otherwise stated in this **REQUEST FOR BID**. The reference is used to indicate the principle specifications, operating characteristics, or quality of products which have been approved by Carson City as being acceptable for its use. Bids on equivalent products or other manufacturers will be considered provided they meet the principal operating and service quality requirements of the **SPECIFICATIONS** stated herein including qualitative/quantitative preferences. Carson City will be the sole judge on equivalent quality/quantity and specification allowances/tolerances. Bidder may be required to submit current detailed Product-Application Specifications and related literature, product UL Listing information, and other typical test data on the product(s). This information will be used for evaluation purposes.

All product(s) and/or materials proposed and furnished must comply with the most current O.S.H.A., N.O.S.H.A., E.P.A., Federal, State, and local laws, regulations, ordinances, and/or statutes applicable thereto.

No guarantee is given that any specific quantities will be ordered. Quantities shown are estimates only and Carson City reserves the right to increase or decrease amounts as circumstances may require.

# CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

## **SPECIAL PROVISIONS:**

### **CARSON CITY WILL:**

Provide street sweeping ahead of striping.

Perform daily inspections of areas previously striped.

Assess Liquidated Damages in the amount of Two Hundred Fifty Dollars and No Cents (\$250.00) per calendar day for failure to complete the work within the time specified.

Issue a Notice to Proceed that includes a listing of streets to be striped, as well as, the number of days to complete the Work.

### **BIDDER WILL:**

Contact Rick Beckerdite, Street Operations Manager, or his designee at 775-887-2355 x 1017 of 775-720-2550 to schedule street sweeping.

### **DESCRIPTION OF BID ITEMS AND BASIS FOR PAYMENT:**

#### **Traffic Control:**

Measurement for this item will be on a Lump Sum basis.

Payment for Traffic Control will be made at the Lump Sum price named in the Bid Response, which price shall constitute full compensation for furnishing all labor, tools, equipment and materials necessary for complete traffic control.

All traffic control shall be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) 2009 edition including any revision

#### **Painted Pavement Striping:**

Measurement of these items shall be per Linear Foot.

Painted Pavement Striping 4" Solid White

Painted Pavement Striping 4" Skip White

Painted Pavement Striping 4" Solid Yellow

Painted Pavement Striping 4" Skip Yellow

Painted Pavement Striping 4" Double Solid Yellow

Painted Pavement Striping 4" Solid Yellow/ 4" Skip Yellow

Painted Pavement Striping 6" Solid White

Painted Pavement Striping 8" Solid White

# CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

143 Painted Pavement Striping 8" Mini Skip White  
144 Painted Pavement Striping 12" Solid White  
145 Painted Pavement Striping 12" Mini Skip White

146  
147 Payment for Painted Pavement Striping will be made at the Unit Price named in the Bid  
148 Response, which price shall constitute full compensation for furnishing all labor, tools,  
149 materials, equipment, and incidentals for doing all work involved, including but not limited to  
150 layout, furnishing and installing Nevada Type II Waterborne Paint with glass beads, and all  
151 other work for a complete installation as specified here, and as directed by the Project  
152 Manager.

153  
154 All Painted Pavement Striping shall conform to Waterborne Pavement Striping Technical  
155 Specifications contained within the Bid Document.

156  
157 Work shall conform to the requirements of Section 214 "PAINT" and Section 324 "PAINTING,  
158 PAVEMENT STRIPING AND MARKING" of the Standard Specifications. Pavement markings  
159 shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) 2009  
160 edition including any Revision.

161  
162 Protect the pavement striping and markings from public.

163  
164 **Removal of Existing Striping:**

165  
166 Measurement for this item shall be per Linear Foot.

167  
168 Payment for these items will be made at the unit price named in the Bid Response, which price  
169 shall constitute full compensation for mobilization, traffic Control, all other labor, tool,  
170 equipment, materials, and incidentals required to perform the Work.

171  
172 Removal of existing traffic markings by blasting or grinding. Removal of existing marking so  
173 that at least 95% of the underlying pavement is visible. Remove the abrasive material from the  
174 pavement surface before the pavement is opened to uncontrolled traffic flow.

175  
176 **ELIGIBILITY REQUIREMENTS:**

177  
178 **Bidders must:**

179  
180 Possess a minimum of a Class A Contractor's license, or any combination thereof that qualifies  
181 Contractor to perform this work, issued by the Nevada State Contractors' Board at the time  
182 they submit their Bid.

183  
184 Provide a minimum of three (3) and a maximum of five (5) public agency references listing  
185 similar work performed during the last three (3) years.

186

# CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

## 187 **TECHNICAL SPECIFICATIONS:**

188

### 189 **Waterborne Pavement Striping Specifications:**

190

#### 191 **Description:**

192

193 This work shall consist of applying permanent pavement striping and markings on the  
194 completed pavement. Use rapid dry waterborne paint materials for the waterborne pavement  
195 striping item shown in the Bid Response.

196

#### 197 **Construction:**

198

##### 199 **General:**

200

201 Perform engineering for the location of the pavement striping according to the drawings,  
202 Special Conditions, these specifications, and as directed. The location of striping shall be the  
203 striping pattern depicted on the plan sheets or by the Construction Manager.

204

205 Place markings in proper alignment. All striping and pavement markings shall be white  
206 except the handicap stall marking which shall be blue. Remove and replace markings not  
207 placed in proper alignment or pattern by approved methods (blacking out with paint not  
208 acceptable) by Construction Manager.

209

210 Protect the pavement striping and markings from public traffic until dry.

211

212 Painted pavement striping shall be four (4) inches wide unless otherwise noted.

213

#### 214 **Striping Equipment:**

215

216 Use equipment with a system capable of spraying both yellow and white paint, mounted on  
217 a truck of sufficient size and stability, and having an adequate power source to produce  
218 lines of uniform dimension and prevent application failure. Use equipment capable of  
219 placing stripes on the left and right sides and of placing two lines simultaneously with either  
220 line in a solid or intermittent pattern in yellow or white, and of applying glass beads at the  
221 proper rate. All guns must be in full view of operators at all times. Provide equipment with a  
222 metering device to register the accumulated installed footage for each gun, each day.  
223 Include at least one operator in each vehicle who is a technical expert in equipment  
224 operations and application techniques. Use equipment designed so that the pressure  
225 gauges for each pump are constantly visible to the operator at all times during its operation  
226 so that any fluctuation and pressure difference can be monitored immediately. Equip each  
227 paint tank with a mechanical agitator.

228

229 For rapid dry waterborne traffic paint materials use only equipment designed for water  
230 based paints.

# CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

231  
232 After opening containers of rapid dry waterborne traffic paint, maintain a thin layer of water  
233 on the surface of the paint during storage to prevent skinning.

234  
235 **Application:**

236  
237 Rapid Dry Waterborne Traffic Paint. Apply paint to an approved clean and dry surface.  
238 Apply by a single application with a machine capable of dispensing beads immediately after  
239 paint is applied. Do not use thinner unless otherwise approved.

240  
241 Do not apply paint when the ambient air temperature or the pavement temperature is below  
242 7°C (45°F).

243  
244 Apply Nev.Type II 6050 waterborne paint markings to obtain a twenty-five (25) mils  
245 minimum wet thickness, measured without drop-on glass beads.

246  
247 Produce markings of uniform thickness and with uniform distribution of glass beads  
248 throughout the line width. The width of lines shall be as specified with tolerance of ± one  
249 quarter (1/4 ) inch for four (4) inch lines and one half ( 1/2 ) inch for wider lines. Produce  
250 markings with sharp edges and cutoff at the ends.

251  
252 **Final Acceptance:**

253  
254 Final acceptance will be based on satisfactory compliance with these specifications. Work  
255 will have a (1) one year warranty.

256  
257 **CONTRACT TERM:**

258  
259 This Contract shall not become effective until and unless approved by the Carson City  
260 Regional Transportation Commission.

261  
262 The term of this Contract shall be from May 11, 2011 through July 29, 2016, unless sooner  
263 terminated by either party as specified in **Contract Termination**.

264  
265 Carson City shall reserve the right to renew this Contract for five (5) years, subject to  
266 negotiation.

267  
268 Bidder shall guarantee the pricing through June 30, 2011.

269  
270 **ESCALATION AND DE-ESCALATION:**

271

# CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

272 This **REQUEST FOR BID** shall be subject to escalation and/or de-escalation of prices as  
273 indicated herein; (i.e., conditions brought about due to market fluctuation may result in such  
274 changes). Escalation and/or de-escalation shall be as set forth by the following provisions:  
275

## 276 **Base Price:**

277  
278 For purposes of this **REQUEST FOR BID** and bid / contract award, the base price shall be  
279 established by Bidder's **BID RESPONSE**. This price, once the **BID RESPONSE** is opened and  
280 bid / contract award made, shall not be changed except as provided by the conditions  
281 stipulated herein.  
282

## 283 **De-escalation:**

284  
285 Adjustments decreasing the "Base Price" shall be concurrent with Bidder's price from his  
286 supplier(s). Should Bidder have legal access to more than one supplier, he shall be aggressive  
287 in his endeavor to obtain the lowest responsive and responsible supplier capable of providing  
288 products that meet or exceed the requirements of this **REQUEST FOR BID**. Bidder shall  
289 promptly notify Carson City Purchasing and Contracts by telephonic facsimile and e-mail of the  
290 adjusted price, product involved, and the date of effect.  
291

## 292 **Escalation:**

293  
294 Adjustments increasing the "Base Price" may be concurrent with Bidder's price from his  
295 supplier(s), provided Bidder can substantiate the necessity for such an adjustment, and that it  
296 is consistent with market conditions. Should Bidder have legal access to more than one  
297 supplier, he shall be aggressive in his endeavor to obtain the lowest responsive and  
298 responsible supplier capable of providing products that meet or exceed the requirements of this  
299 **REQUEST FOR BID**. Bidder shall promptly notify Carson City Purchasing and Contracts by  
300 telephonic facsimile and e-mail of the adjusted price, product involved, and the date of effect.  
301 Notification shall be prior to the distribution of, or commitment to distribute, any product(s)  
302 affected by such an adjustment.  
303

304 In the event, price adjustments are inconsistent with market conditions, and in the opinion of  
305 Carson City Purchasing and Contracts, the best interest of the Carson City, would be served  
306 by a re-bid to the competitive market, Carson City reserves the right to waive the notification  
307 requirements of this agreement and terminate the bid / contract award without regard to the  
308 thirty (30) day written notice. The method necessary for such notice of termination shall be at  
309 the discretion of Carson City Purchasing and Contracts.  
310

## 311 **WARRANTIES AND GUARANTIES:**

312  
313 Bidder agrees that any warranty or guarantee provided Carson City shall not be considered as  
314 the exclusive remedy of Carson City for any default in any respect by Bidder, but such warranty

# CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

315 or guarantee shall be considered to be in addition to any right or remedy allowed by this  
316 **REQUEST FOR BID**, law, equity, or statute.

317  
318 Bidder warrants that all deliverables and work product under this **REQUEST FOR BID** shall  
319 be completed in a workmanlike manner consistent with standards in the trade, profession, or  
320 industry; shall conform to or exceed the **SPECIFICATIONS**; and shall be fit for ordinary use, of  
321 good quality, with no material defects.

322  
323 Bidder guarantees that he will have full legal right of all processes, programs, methods, and  
324 techniques employed under the performance of this **REQUEST FOR BID**, and agrees to  
325 pay all rents, fees, and royalties of every description on any and all patents or patent rights, or  
326 copyrights, covering said processes, programs, methods, or techniques. Bidder guarantees to  
327 observe and comply with all federal, state, local, and municipal laws, ordinances, rules, and  
328 regulations in any way affecting this **REQUEST FOR BID**. Bidder guarantees to comply  
329 with all provisions of federal, state, and local regulations to ensure that no employee or  
330 applicant for employment is discriminated against because of race, religion, color, sex, sexual  
331 preference, marital status, age, handicap, or national origin. Bidder guarantees to be in  
332 compliance with Immigration and Naturalization Laws regarding eligibility of their employees or  
333 subcontractors to work in the United States. Bidder guarantees that any and all prices which he  
334 may charge under the terms of this **REQUEST FOR BID**, do not and will not, violate any  
335 existing federal, state, or municipal laws or regulations concerning price discrimination and/or  
336 price fixing. Bidder agrees to indemnify, exonerate, and hold Carson City harmless from liability  
337 for any such violation now and throughout the term of the bid / contract award.

338

## 339 **DEFAULT OF CONTRACT:**

340

341 Should Bidder fail to deliver the product(s) and/or perform the service(s) bid in accordance with  
342 this **REQUEST FOR BID**, Carson City may declare Bidder in default of contract and  
343 recover all damages, costs and fees (including Attorney's fees) allowable by law.

344

345 In the event of default by Bidder, Carson City may, at its option, pursue one or all of the  
346 following alternatives including: procure the product(s) and/or service(s) from another source  
347 and hold the defaulting Bidder responsible for an excess cost occasioned thereby, assess a  
348 penalty of 5% of the total awarded bid amount, commence with Surety and/or Performance  
349 Bond proceedings, debar the defaulting Bidder for not less than one year, or pursue other  
350 applicable legal remedies.

351

352 If necessity requires the use of materials or supplies not conforming to the **SPECIFICATIONS**,  
353 they may be accepted and payment shall be made at a proper adjustment in price.

354

355

**\* \* \* END OF SPECIFICATIONS \* \* \***

## CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

356 These **TERMS AND CONDITIONS** shall be considered as the minimum standard acceptable  
357 to Carson City. Any deviations, modifications, and/or alternates proposed to the **TERMS AND**  
358 **CONDITIONS** shall be recorded on the **EXCEPTION SUMMARY**. Failure to do so may be  
359 justification for rejection of the **BID RESPONSE**. Bidder must indicate the line number  
360 corresponding to the item and a detailed description of the deviation, modification, and/or  
361 alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION**  
362 **SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described  
363 and/or specified in the **TERMS and CONDITIONS**.

### **NOTICE OF RIGHTS:**

365  
366  
367 Carson City reserves the right to accept or reject any or all bids or portions thereof, received by  
368 reason of this **REQUEST FOR BID**.

369  
370 Carson City shall not be liable for any costs incurred by Bidders prior to the bid / contract  
371 award by the Carson City Regional Transportation Commission.

372  
373 Carson City reserves the right to waive any irregularities and/or informalities in the submitted  
374 **BID RESPONSE**. Should Carson City elect to waive a right it will not constitute an automatic  
375 waiver of that right in the future nor will it impact any other right or remedy.

376  
377 Carson City reserves the right to accept or reject any or all deviations, modifications and/or  
378 alternates offered, based solely on the value of said deviations, modifications and/or alternates  
379 to Carson City.

380  
381 Carson City reserves the right to require such surety as may be deemed necessary for the  
382 protection of Carson City or to ensure the satisfactory performance of Bidder in accordance  
383 with this **REQUEST FOR BID**.

384  
385 Carson City reserves the right to withhold bid / contract award for a period of sixty (60)  
386 calendar days from the date set for **BID OPENING AND ACKNOWLEDGMENT** which is  
387 indicated on page one of this **REQUEST FOR BID**.

388  
389 Carson City reserves the right to award in whole or in part, by item, group of items, or by  
390 section where such action would serve Carson City's best interest. However, Bidder may  
391 record in the **EXCEPTION SUMMARY** that his **BID RESPONSE** must be awarded by Carson  
392 City on the basis of "**ALL OR NOTHING**".

393  
394 Carson City reserves the right to issue a Notice of Award or Contract document without further  
395 discussion or negotiations with Bidder provided the bid / contract award is made within sixty  
396 (60) calendar days from the date set for **BID OPENING AND ACKNOWLEDGMENT** which is  
397 indicated on page one of this **REQUEST FOR BID**.

398

# CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

399 Carson City reserves the right to require Bidder to provide an on-site demonstration at no cost  
400 to Carson City.

401

## **SALES/USE TAX EXEMPT STATUS:**

402

403 Pursuant to Nevada Revised Statute 372.325 and related statutes, CARSON CITY  
404 CONSOLIDATED MUNICIPALITY has been granted sales/use tax exempt status. Direct  
405 purchase of tangible personal property made by CARSON CITY CONSOLIDATED  
406 MUNICIPALITY is exempt from sales/use tax.

407

## **JOINDER OR MUTUAL USE OF CONTRACT:**

408

409 Pursuant to Nevada Revised Statute 332.195 (1), local governments and the State of Nevada  
410 may join or use the contracts of local governments located within or outside this State with the  
411 authorization of the contracting vendor. Carson City is not liable for the obligations of the  
412 governmental entity which joins or uses this Contract. Carson City shall be held harmless in  
413 any and all transactions between the successful bidder and other participating governmental  
414 entities.

415

## **QUESTIONS:**

416

417 All questions must be directed, in writing via e-mail, to Sandy Scott-Fisher, Purchasing and  
418 Contracts Coordinator [SScott@carson.org](mailto:SScott@carson.org), at least five (5) working days prior to the date set  
419 for **BID OPENING AND ACKNOWLEDGMENT** which is indicated on page one of this  
420 **REQUEST FOR BID**.

421

422 You must indicate that these questions pertain to **REQUEST FOR BID #1011-207**. You  
423 must indicate what line number(s) your question(s) references. You must provide a contact  
424 person, their title, their e-mail address, their telephone number, and their fax number.

425

426 Questions and answers will be posted on Carson City's website <http://www.carson.org/Index.aspx?page=998>  
427 at least three (3) working days prior to the date set for **BID OPENING AND**  
428 **ACKNOWLEDGMENT** which is indicated on page one of this **REQUEST FOR BID**.

429

430 Any communication with other Carson City personnel regarding this **REQUEST FOR BID**  
431 may result in the rejection of your firm's **BID RESPONSE**.

432

## **REQUEST FOR BID ERRORS:**

433

434 Bidders shall notify Sandy Scott-Fisher, Purchasing and Contracts Coordinator, in writing via e-  
435 mail, of any perceived conflicts, errors, or discrepancies in this **REQUEST FOR BID** as  
436 soon as possible so that corrective addenda may be furnished to all Bidders. Any addenda  
437

438

# CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

441 issued prior to the date and time set for the receipt of **SEALED BIDS** which is indicated on  
442 page one of this **REQUEST FOR BID** shall be made part of this **REQUEST FOR BID**.  
443 All addenda must be signed, placed in date and time order, submitted, and marked as  
444 "**EXHIBIT A**". Failure to do so may be justification for rejection of the **BID RESPONSE**.  
445

446 All addenda are posted on Carson City's website <http://www.carson.org/Index.aspx?page=998>.  
447 It is each Bidder's responsibility to ensure that they have received all addenda prior to  
448 submission of their sealed bid.  
449

## 450 **TELEPHONE:**

451  
452 Bidder shall maintain telephone service such that Carson City may contact or leave a message  
453 for Bidder at any time. Bidder shall provide advance notice to Carson City Purchasing and  
454 Contracts of any change in telephone number.  
455

## 456 **BID RESPONSE, CONTRACT, AND DISPOSITION:**

457  
458 The contents of the **BID RESPONSE** including all **EXHIBITS** submitted by Bidder and  
459 accepted by Carson City shall become part of the contractual obligation and incorporated by  
460 reference into any ensuing Contract. All bids shall become the property of Carson City and  
461 shall not be returned to Bidder. Any information submitted in the **BID RESPONSE** that Bidder  
462 desires to be held proprietary shall be labeled as such. Carson City Purchasing and Contracts  
463 shall make the final determination regarding which information, if any, shall be held proprietary  
464 pursuant to Nevada Revised Statutes 332.025 and 332.061.  
465

## 466 **PREPARATION OF BID RESPONSE:**

467  
468 Bid must be prepared on the **BID RESPONSE** form supplied by Carson City Purchasing and  
469 Contracts in accordance with this **REQUEST FOR BID**. All expenses incurred as a result of  
470 **BID RESPONSE** preparation shall be the responsibility of Bidder and shall not be chargeable  
471 to Carson City.  
472

473 In the upper right hand corner of the **BID RESPONSE** including all exhibits, Bidder shall initial  
474 and date each page. Failure to do so may be justification for rejection of the **BID RESPONSE**.  
475

476 Bidder shall respond to each item listed on the **BID RESPONSE**. If additional space is required  
477 to respond to an item, Bidder shall indicate on company letterhead the item number as well as  
478 the additional information to be provided and mark as "**Exhibit B**". Supplemental materials  
479 may be provided and shall be marked as "**Exhibit C**". All the blank spaces shall be completed.  
480

481 Bidders are expected to examine all documents of this **REQUEST FOR BID**. Failure to do  
482 so will be at Bidder's risk.

# CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

483  
484 Bidders are urged to proofread their **BID RESPONSE** carefully for any errors. Failure to do so  
485 will be at Bidder's risk.

486  
487 Numbers shall be stated in both figures and in writing. In the event of a difference between  
488 written words and figures, the amount stated in written words shall govern and the amount will  
489 be corrected accordingly. In the case of a difference between a unit price and the extended  
490 price, the unit price shall govern and the amount will be corrected accordingly.

491  
492 Erasures and other changes must be initialed in blue ink by the person signing this **BID**  
493 **RESPONSE**.

494  
495 The original **BID RESPONSE** shall contain all original signatures where required. Signatures  
496 shall be signed in longhand by an individual duly authorized to commit Bidder. An unsigned  
497 **BID RESPONSE** may be disqualified.

## 498 **Order of Documents:**

499  
500  
501 The items shall be placed in the following order. Bids may be disqualified from further  
502 consideration if Bidder does not conform to this requirement.

### 503 **1<sup>st</sup> - BID RESPONSE**

504  
505  
506 **2<sup>nd</sup> - "Exhibit A"** – All addenda must be signed and placed in date and time order.

507  
508 **3<sup>rd</sup> - "Exhibit B"** – **BID RESPONSE** additional space on company letterhead.

509  
510 **4<sup>th</sup> - "Exhibit C"** - Supplemental materials.

511  
512 **5<sup>th</sup> - "Exhibit D"** – **EXCEPTION SUMMARY** additional space on company letterhead.

## 513 **SEALED BIDS:**

514  
515  
516 Bidder shall submit their **SEALED BID** to **CARSON CITY PURCHASING AND CONTRACTS**,  
517 201 North Carson Street Suite 3, Carson City, NV 89701 by the date and time set for receipt of  
518 **SEALED BIDS** which is indicated on page one of this **REQUEST FOR BID**.

519  
520 The **SEALED BID** shall consist of

521  
522 one (1) original **BID RESPONSE** which includes all exhibits (clearly marked on the front  
523 outside cover as the original with the number and title of this **REQUEST FOR BID** as  
524 well as Bidder's name, address, e-mail address, telephone number, and fax number); and  
525 placed in a sealed envelope/package/box (clearly marked with number and title of this

# CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

526 **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone  
527 number, and fax number).

528  
529 Carson City will not be responsible for the premature opening of a bid not properly addressed  
530 or identified.

531  
532 It is Bidder's sole responsibility to see that their **BID RESPONSE** is received at the place, date,  
533 and time specified. Carson City assumes no responsibility for errant delivery of any **BID**  
534 **RESPONSE** relegated to a courier agent who fails to deliver in accordance with the specified  
535 receiving point and time herein stated.

536  
537 A **BID RESPONSE** received after the date and time set for receipt will be rejected and  
538 disqualified from consideration.

539  
540 A **BID RESPONSE** that is sent by telephone, facsimile, or e-mail shall not be accepted and will  
541 be disregarded if received.

542  
543 **MODIFICATION OF BIDS:**

544  
545 Bids may be modified by written notice received by Carson City Purchasing and Contracts prior  
546 to the date and time set for receipt of **SEALED BIDS** which is indicated on page one of this  
547 **REQUEST FOR BID**. Notice of modification by telephone, facsimile, or e-mail will not be  
548 accepted and will be disregarded if received. Notice of modification received after the date and  
549 time set for receipt of **SEALED BIDS** will not be considered.

550  
551 **WITHDRAWAL OF BIDS:**

552  
553 Bids may be withdrawn without penalty by written notice received by Carson City Purchasing  
554 and Contracts prior to the date and time set for receipt of **SEALED BIDS** which is indicated on  
555 page one of this **REQUEST FOR BID**. Notice of withdrawals by telephone, facsimile, or e-  
556 mail will not be accepted and will be disregarded if received. Notice of withdrawals received  
557 after the date and time set for receipt of **SEALED BIDS** will not be considered.

558  
559 **BID EVALUATION:**

560  
561 The evaluation of bids and the determination as to the quality of the product(s) and/or  
562 service(s) offered shall be the responsibility of Carson City and will be based on information  
563 furnished by Bidder as well as other information obtained. Responses to this **REQUEST**  
564 **FOR BID** will be the primary source of information used in the evaluation process.

565  
566 Carson City reserves the right to perform an investigation to determine the ability of Bidder to  
567 perform in accordance with the provisions of this **REQUEST FOR BID**. Carson City may

# CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

568 contact any current users of a Bidder's product(s) and/or service(s); solicit information from any  
569 available source concerning any aspect of the bid; and seek and review any other information it  
570 deems pertinent to the evaluation process.

571  
572 Carson City reserves the right to meet with bidders to discuss or clarify their **BID**  
573 **RESPONSES**, to request additional information, and to allow corrections of errors or  
574 omissions. All expenses incurred as a result of said meeting shall be the responsibility of  
575 Bidder and shall not be chargeable to Carson City.

576  
577 Deviations, modifications, and/or alternates to this **REQUEST FOR BID** shall be given  
578 consideration in the evaluation process, provided each deviation, modification and/or alternate  
579 shall be recorded on the **EXCEPTION SUMMARY**.

## 580 **COLLUSION:**

581  
582 Pursuant to Nevada Revised Statute 332.820 (1), any agreement or collusion among bidders  
583 or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price,  
584 or otherwise, shall render the bids of such bidders void.

## 585 **ADVANCE DISCLOSURES:**

586  
587 Pursuant to Nevada Revised Statute 332.820 (2), advance disclosures of proprietary  
588 information or any other information to any particular bidder which would give that particular  
589 bidder any advantage over any other interested bidder in advance of the opening of bids,  
590 whether in response to advertising or an informal request for bids, made or permitted by a  
591 member of the governing body or an employee or representative thereof, shall operate to void  
592 all bids received in response to that particular request for bids.

## 593 **REJECTION OF BID:**

594  
595 Pursuant to Nevada Revised Statute 332.075, any or all bids received in response to a request  
596 for bids may be rejected by the governing body or its authorized representative if such  
597 governing body or its authorized representative determines that any such bidder is not  
598 responsive or responsible or that the quality of the services, supplies, materials, equipment or  
599 labor offered does not conform to requirements or if the public interest would be served by  
600 such a rejection.

## 601 **AWARD OF CONTRACT:**

602  
603 Carson City will award the bid / contract to the lowest responsive and responsible bidder(s), as  
604 determined by Carson City pursuant to the provisions of Chapter 332 of the Nevada Revised  
605 Statutes.

606  
607  
608  
609  
610

## CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

611 Pursuant to Nevada Revised Statute 332.065 (1), the lowest responsive and responsible may  
612 be judged on the basis of (a) Price; (b) Conformance to the specifications; (c) Qualifications,  
613 (d) Past performance; (e) Performance or delivery date; (f) Quality and utility of services,  
614 supplies, materials, or equipment offered and the adaptability of those services, supplies,  
615 materials or equipment to the required purpose of the contract; (g) The best interest of the  
616 public; and (h) Such other criteria as may be set forth by the governing body or its authorized  
617 representative in the advertisement or request for bids, as applicable, that pertains to the  
618 contract.

619  
620 Pursuant to Nevada Revised Statute 332.065 (2), the governing body or its authorized  
621 representative (a) shall give preference to recycled products if: (1) The product meets the  
622 applicable standards; (2) The product can be substituted for a comparable nonrecycled  
623 product; and (3) The product costs no more than a comparable nonrecycled product.

624  
625 Pursuant to Nevada Revised Statute 332.085, in determining the responsibility of any bidder,  
626 the governing body or its authorized representative shall consider the possession of and limit  
627 on any required license of the bidder; and may consider the financial responsibility of the  
628 bidder; experience of the bidder; adequacy of the equipment of the bidder; past performance of  
629 the bidder; performance or delivery date; and ability of the bidder to perform the contract.

630  
631 Prompt payment discounts will be considered in bid / contract award recommendation only if  
632 discount period is fifteen (15) or more calendar days. Discount period will be computed from  
633 the date Carson City acknowledges that the delivery and/or performance meets the  
634 requirements of this **REQUEST FOR BID** or from the date the correct invoice is received by  
635 the appropriate Carson City department/division accounts payable clerk, whichever is the latter  
636 date. Payment is deemed to be made on the date payment is mailed to Bidder.

637  
638 Should identical low, responsive and responsible bids be received from two (2) or more  
639 Bidders; Sandy Scott-Fisher, Purchasing and Contracts Coordinator, shall notify all parties  
640 involved in the tie and may, at her option, exercise one of the following tie breaking methods  
641 unless another alternative is apparent and prudent: (1) Tie Bid (two vendors): The Purchasing  
642 and Contracts Coordinator with a witness present, may flip a coin with heads representing  
643 Bidder whose tie bid was first received by Carson City. If the toss is heads, the  
644 recommendation will be to this Bidder; if tails, the recommendation will be made in favor of the  
645 second tied Bidder. (2) Tie Bid (two or more vendors): Should there be two or more low,  
646 responsive and responsible tie bids where representatives of Bidders wish to participate in the  
647 tie breaking process, the Purchasing and Contracts Coordinator shall set a mutually agreed  
648 upon time where, in her office, she shall shuffle a new deck of playing cards and have each  
649 Bidder's representative cut the cards. The tie Bidder who cuts the highest card (with Ace high)  
650 shall be recommended for bid / contract award.

651  
652 A Notice of Award or Contract mailed or otherwise furnished by Carson City Purchasing and  
653 Contracts to Bidder is a binding contract without further action by either party.

654

## CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

655 Pursuant to Nevada Revised Statute 332.095, no contract awarded may be assigned to any  
656 other person without the consent of the governing body or its authorized representative. No  
657 contract awarded or any portion thereof may be assigned to any person who was declared by  
658 the governing body or its authorized representative not to be a responsible person to perform  
659 the particular contract.

660  
661 Bidders will receive written notification of the Bidder(s) who has been recommended to be  
662 awarded this **REQUEST FOR BID**.

663  
664 Pursuant to Nevada Revised Statute 332.065 (3), if after the lowest responsive and  
665 responsible bidder has been awarded the contract, during the term of the contract he does not  
666 supply goods or services in accordance with the bid specifications, or if he repudiates the  
667 contract, the governing body or its authorized representative may reaward the contract to the  
668 next lowest responsive and responsible bidder without requiring that new bids be submitted.  
669 Reawarding the contract to the next lowest responsive and responsible bidder is not a waiver  
670 of any liability of the initial bidder awarded the contract.

### 671 672 **APPEAL BY UNSUCCESSFUL BIDDER:**

673  
674 Pursuant to Nevada Revised Statute 332.068, a person who submits a bid on a contract that is  
675 required to be advertised pursuant to paragraph (a) subsection 1 of Nevada Revised Statute  
676 332.039 may, after the bids are opened and within the period specified by the governing body  
677 or its authorized representative, file with the governing body or its authorized representative a  
678 notice of protest regarding the awarding of the contract.

679  
680 Should an unsuccessful Bidder choose to appeal the recommendation, Bidder shall do so by  
681 providing a notice of protest which must include a written statement setting forth with specificity  
682 the reasons the person filing the notice believes the applicable provisions of law were violated  
683 to Sandy Scott-Fisher, Purchasing and Contracts Coordinator, by not later than five (5) working  
684 days prior to the date scheduled for **AWARD** which is indicated on page one of this  
685 **REQUEST FOR BID**.

686  
687 A person filing a notice of protest may be required by the governing body or its authorized  
688 representative, at the time the notice of protest is filed, to post a bond with a good and solvent  
689 surety authorized to do business in this State or submit other security, in a form approved by  
690 the governing body or its authorized representative, to the governing body or its authorized  
691 representative who shall hold the bond or other security until a determination is made on the  
692 protest. A bond posted or other security submitted with a notice of protest must be in an  
693 amount equal to the lesser of: Twenty-Five percent (25%) of the total value of the bid  
694 submitted by the person filing the notice of protest; or Two Hundred Fifty Thousand Dollars  
695 (\$250,000.00).

696

# CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

697 A notice of protest filed in accordance with the provisions of this section operates as a stay of  
698 action in relation to the awarding of any contract until a determination is made by the governing  
699 body or its authorized representative on the protest.

700  
701 A person who submits an unsuccessful bid may not seek any type of judicial intervention until  
702 the governing body or its authorized representative has made a determination on the protest  
703 and awarded the contract.

704  
705 A governing body or its authorized representative is not liable for any costs, expenses,  
706 attorney's fees, loss of income or other damages sustained by a person who submits a bid,  
707 whether or not the person files a notice of protest pursuant to this section.

708  
709 If the protest is upheld, the bond posted or other security submitted with the notice of protest  
710 must be returned to the person who posted the bond or submitted the security. If the protest is  
711 rejected, a claim may be made against the bond or other security by the governing body or its  
712 authorized representative in an amount equal to the expenses incurred by the governing body  
713 or its authorized representative because of the unsuccessful protest. Any money remaining  
714 after the claim has been satisfied must be returned to the person who posted the bond or  
715 submitted the security.

716  
717 No protest shall be considered unless these procedures have been followed.

718

## 719 **TIMELINESS OF BILLING SUBMISSION:**

720  
721 The parties agree that timeliness of billing is of the essence to the bid / contract award and  
722 recognize that Carson City is on a fiscal year which is defined as the period beginning July 1  
723 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be  
724 submitted to Carson City no later than the first Friday in August of the same year. A billing  
725 submitted after the first Friday in August will subject Bidder to an administrative fee not to  
726 exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs  
727 to Carson City of processing the billing as a stale claim and that this amount will be deducted  
728 from the stale claim payment due to Bidder.

729

## 730 **PAYMENT:**

731  
732 Carson City agrees to provide payment to Bidder within thirty (30) calendar days from the date  
733 Carson City acknowledges that the delivery and/or performance meets the requirements of this  
734 **REQUEST FOR BID** or from the date the correct, complete, and descriptive invoice in the  
735 awarded amount is received by the appropriate Carson City department/division accounts  
736 payable clerk, whichever is the latter date.

737

738 Discount period will be computed from the date Carson City acknowledges that the delivery  
739 and/or performance meets the requirements of this **REQUEST FOR BID** or from the date

# CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

740 the correct, complete, and descriptive invoice is received by the appropriate Carson City  
741 department/division accounts payable clerk, whichever is the latter date. Payment is deemed to  
742 be made on the date payment is mailed to Bidder.  
743

## **PRICE REDUCTIONS:**

744  
745  
746 In the event that during the term of the bid / contract award Bidder shall reduce any or all  
747 prices charged to any or all customers other than Carson City for the same product(s) and/or  
748 service(s) of the equivalent quantity, quality, delivery, performance and warranty, as said  
749 product(s) and/or service(s) specified herein, Bidder shall make an equivalent reduction for  
750 Carson City.  
751

## **LIQUIDATED DAMAGES:**

752  
753  
754 Liquidated damages shall not cover or preclude Carson City from claiming and collecting  
755 damages on account of delay, price changes, loss of other contracts, loss of income, and the  
756 inability of Carson City to fulfill other damages direct or consequential arising out of the failure  
757 of Bidder to perform under the terms, conditions and requirements of this **REQUEST FOR**  
758 **BID**.  
759

## **NOTICE:**

760  
761  
762 All notices or other communications required or permitted to be given under this **REQUEST**  
763 **FOR BID** shall be in writing and shall be deemed to have been duly given if delivered  
764 personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with  
765 simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the  
766 date posted, and addressed to the other party at the address specified below.  
767

768 Notice to Bidder shall be addressed to the contact person listed in **BIDDER INFORMATION**.  
769

770 Notice to Carson City shall be addressed to:

771  
772 Carson City Purchasing and Contracts  
773 Sandy Scott-Fisher, Purchasing and Contracts Coordinator  
774 201 North Carson Street Suite 3  
775 Carson City, NV 89701  
776 775-283-7137 / FAX 887-2107  
777 [SScott@carson.org](mailto:SScott@carson.org)  
778

## **CONTRACT TERMINATION:**

780  
781 **Termination Without Cause:**

# CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

782  
783 Any discretionary or vested right of renewal notwithstanding, this **REQUEST FOR BID** may  
784 be terminated upon written notice by mutual consent of both parties or unilaterally by either  
785 party without cause.

## 786 787 **Termination for Nonappropriation:**

788  
789 Nevada Revised Statute 360.800 (1) (a) provides for the termination if the governing body fails  
790 to appropriate money for the ensuing fiscal year for payment of the amounts then due. Carson  
791 City may terminate this Contract, and Bidder waives any and all claim(s) for damages, effective  
792 immediately upon receipt of written notice (or any date specified therein) if for any reason the  
793 funding is not appropriated or is withdrawn, limited, or impaired.

## 794 795 **Cause Termination for Default or Breach:**

796  
797 A default or breach may be declared with or without termination. This bid / contract award may  
798 be terminated by either party upon seven (7) calendar days written notice of default or breach  
799 to the other party as follows: (1) If Bidder fails to provide or satisfactorily perform any of the  
800 conditions, work, deliverables, goods, or services called for by this **REQUEST FOR BID**  
801 within the time requirements specified in this **REQUEST FOR BID** or within any granted  
802 extension of those time requirements; or (2) If any state, county, city or federal license,  
803 authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or  
804 regulation to be held by Bidder to provide the goods or services required by this **REQUEST**  
805 **FOR BID** is for any reason denied, revoked, debarred, excluded, terminated, suspended,  
806 lapsed, or not renewed; or (3) If Bidder becomes insolvent, subject to receivership, or becomes  
807 voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or (4) If Carson  
808 City materially breaches any material duty under this **REQUEST FOR BID** and any such  
809 breach impairs Bidder's ability to perform; or (5) If it is found by Carson City that any quid pro  
810 quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered  
811 or given by Bidder, or any agent or representative of Bidder, to any officer or employee of  
812 Carson City with a view toward securing a contract or securing favorable treatment with  
813 respect to awarding, extending, amending, or making any determination with respect to the  
814 performing of such contract; or (6) If it is found by Carson City that Bidder has failed to disclose  
815 any material conflict of interest relative to the performance of this **REQUEST FOR BID**.

## 816 817 **Time to Correct:**

818  
819 Termination upon a declared default or breach may be exercised only after service of formal  
820 seven (7) calendar days written notice, and the subsequent failure of the defaulting party within  
821 five (5) calendar days of that notice to provide evidence, satisfactory to the aggrieved party,  
822 showing that the declared default or breach has been corrected.

## 823 824 **Winding Up Affairs Upon Termination:**

# CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

825  
826 In the event of termination of this bid / contract award for any reason, the parties agree that the  
827 provisions of this paragraph survive termination: (1) the parties shall account for and properly  
828 present to each other all claims for fees and expenses and pay those which are undisputed  
829 and otherwise not subject to set off under this bid / contract award. Neither party may withhold  
830 performance of winding up provisions solely based on nonpayment of fees or expenses  
831 accrued up to the time of termination; (2) Bidder shall satisfactorily complete work in progress  
832 at the agreed rate (or a pro rata basis if necessary) if so requested by Carson City; (3) Bidder  
833 shall execute any documents and take any actions necessary to effectuate an assignment of  
834 this bid / contract award if so requested by Carson City; (4) Bidder shall preserve, protect, and  
835 promptly deliver into Carson City's possession all proprietary information in accordance with  
836 **Carson City Ownership of Proprietary Information.**  
837

## **REMEDIES:**

838  
839  
840 Except as otherwise provided for by law or this **REQUEST FOR BID**, the rights and  
841 remedies of the parties shall not be exclusive and are in addition to any other rights and  
842 remedies provided by law or equity, including, without limitation, actual damages, and to a  
843 prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a  
844 lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount  
845 of recoverable attorney's fees shall not exceed the rate of \$125 per hour. Carson City may set  
846 off consideration against any unpaid obligation of Bidder to Carson City.  
847

## **LIMITED LIABILITY:**

848  
849  
850 Carson City will not waive and intends to assert available Nevada Revised Statutes Chapter 41  
851 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive  
852 damages. Liquidated damages shall not apply unless otherwise specified in the incorporated  
853 attachments. Damages for any Carson City breach shall never exceed the amount of funds  
854 appropriated for payment under this **REQUEST FOR BID**, but not yet paid to Bidder, for the  
855 fiscal year budget in existence at the time of the breach. Bidder's tort liability shall not be  
856 limited.  
857

## **FORCE MAJEURE:**

858  
859  
860 Neither party shall be deemed to be in violation of this **REQUEST FOR BID** if it is prevented  
861 from performing any of its obligations hereunder due to strikes, failure of public transportation,  
862 civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God,  
863 including, without limitation, earthquakes, floods, winds, or storms. In such an event the  
864 intervening cause must not be through the fault of the party asserting such an excuse, and the  
865 excused party is obligated to promptly perform in accordance with the terms of the bid /  
866 contract award after the intervening cause ceases.  
867

# CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

## INDEMNIFICATION:

To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

Except as otherwise provided below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with: a written request for a legal defense for such pending claim(s) or cause(s) of action; and a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

## INDEPENDENT CONTRACTOR:

An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

It is mutually agreed that Bidder is associated with Carson City only for the purposes and to the extent specified in this **REQUEST FOR BID**, and in respect to performance of the contracted services pursuant to this **REQUEST FOR BID**. Bidder is and shall be an independent contractor and, subject only to the terms of this **REQUEST FOR BID**, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this **REQUEST FOR BID**.

# CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

911  
912 Nothing contained in this **REQUEST FOR BID** shall be deemed or construed to create a  
913 partnership or joint venture, to create relationships of an employer-employee or principal-agent,  
914 or to otherwise create any liability for Carson City whatsoever with respect to the indebtedness,  
915 liabilities, and obligations of Bidder or any other party.

916  
917 Bidder shall indemnify and hold Carson City harmless from, and defend Carson City against,  
918 any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or  
919 incurred in any way because of, but not limited to, Bidder's obligations or legal duties regarding  
920 any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to  
921 work, to any third party, subcontractor, employee, state, local or federal governmental entity.

922  
923 Neither Bidder nor its employees, agents, or representatives shall be considered employees,  
924 agents, or representatives of Carson City.

## 925 926 **INSURANCE REQUIREMENTS:**

927  
928 Bidder, as an independent contractor and not an employee of Carson City, must carry policies  
929 of insurance in amounts specified and pay all taxes and fees incident hereunto. Carson City  
930 shall have no liability except as specifically provided in the **REQUEST FOR BID**.

931  
932 Bidder shall not commence work before: (1) Bidder has provided the required evidence of  
933 insurance to Carson City Purchasing and Contracts within ten (10) calendar days of the  
934 issuance of the Notice of Award, (2) Carson City Purchasing and Contracts has approved the  
935 insurance policies provided by Bidder, and (3) Carson City Purchasing and Contracts has  
936 issued the Notice to Proceed.

937  
938 Prior approval of the insurance policies by Carson City shall be a condition precedent to any  
939 payment of consideration under this **REQUEST FOR BID** and Carson City's approval of  
940 any changes to insurance coverage during the course of performance shall constitute an  
941 ongoing condition subsequent this **REQUEST FOR BID**. Any failure of the Carson City to  
942 timely approve shall not constitute a waiver of the condition.

## 943 944 **Insurance Coverage:**

945  
946 Bidder shall, at Bidder's sole expense, procure, maintain and keep in force for the duration of  
947 the **REQUEST FOR BID** the following insurance conforming to the minimum requirements  
948 specified below. Unless specifically specified herein or otherwise agreed to by Carson City, the  
949 required insurance shall be in effect prior to the commencement of work by Bidder and shall  
950 continue in force as appropriate until the latter of: (1) Final acceptance by Carson City of the  
951 completion of this **REQUEST FOR BID**; or (2) Such time as the insurance is no longer  
952 required by Carson City under the terms of this **REQUEST FOR BID**.

953

## CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

954 Any insurance or self-insurance available to Carson City shall be in excess of and non-  
955 contributing with any insurance required from Bidder. Bidder's insurance policies shall apply on  
956 a primary basis. Until such time as the insurance is no longer required by Carson City, Bidder  
957 shall provide Carson City with renewal or replacement evidence of insurance no less than thirty  
958 (30) calendar days before the expiration or replacement of the required insurance. If at any  
959 time during the period when insurance is required by the **REQUEST FOR BID**, an insurer or  
960 surety shall fail to comply with the requirements of this **REQUEST FOR BID**, as soon as  
961 Bidder has knowledge of any such failure, Bidder shall immediately notify Carson City and  
962 immediately replace such insurance or bond with an insurer meeting the requirements.  
963

### General Requirements:

964 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City  
965 Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a  
966 certificate holder.  
967  
968

969 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by  
970 Bidder, The City and County of Carson City, Nevada, its officers, employees and immune  
971 contractors shall be named as additional insureds for all liability arising from the **REQUEST**  
972 **FOR BID**.  
973

974 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of  
975 subrogation as to additional insureds.  
976

977 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be  
978 achieve under the standard ISO separation of insureds clause.  
979

980 **Deductibles and Self-Insured Retentions:** Insurance maintained by Bidder shall apply on a  
981 first dollar basis without application of a deductible or self-insured retention unless otherwise  
982 specifically agreed to by Carson City. Such approval shall not relieve Bidder **OR** from the  
983 obligation to pay any deductible or self-insured retention. Any deductible or self-insured  
984 retention shall not exceed \$5,000 per occurrence, unless otherwise approved by Carson City.  
985

986 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium,  
987 each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior  
988 written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-  
989 renewed or coverage and /or limits reduced or materially altered, and shall provide that notices  
990 required by this paragraph shall be sent by certified mail to the address shown.  
991

992 **Approved Insurer:** Each insurance policy shall be: (1) Issued by insurance companies  
993 authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to  
994 the State and having agents in Nevada upon whom service of process may be made, and (2)  
995 currently rated by A.M. Best as "A-VII" or better.  
996

# CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

997  
998 **Evidence of Insurance:** Prior to commencement of work, Bidder must provide the following  
999 documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 3, Carson  
1000 City, NV 89701: (1) Certificate of Insurance: The Acor 25 Certificate of Insurance form or a  
1001 form substantially similar must be submitted to Carson City Purchasing and Contracts to  
1002 evidence the insurance policies and coverages required of Bidder. (2) Additional Insured  
1003 Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an  
1004 authorized insurance company representative, must be submitted to Carson City Purchasing  
1005 and Contracts to evidence the endorsement of Carson City as an additional insured. (3)  
1006 Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply  
1007 with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance  
1008 policy may be required.

1009  
1010 **Review and Approval:** Documents specified above must be submitted for review and  
1011 approval by Carson City Purchasing and Contracts prior to the commencement of work by  
1012 Bidder. Neither approval by Carson City nor failure to disapprove the insurance furnished by  
1013 Bidder shall relieve Bidder of Bidder's full responsibility to provide the insurance required by  
1014 this **REQUEST FOR BID**. Compliance with the insurance requirements of this **REQUEST**  
1015 **FOR BID** shall not limit the liability of Bidder or its sub-contractors, employees or agents to  
1016 Carson City or others, and shall be in addition to and not in lieu of any other remedy available  
1017 to Carson City under this **REQUEST FOR BID** or otherwise. Carson City reserves the right  
1018 to request and review a copy of any required insurance policy or endorsement to assure  
1019 compliance with these requirements.

## 1020 1021 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

1022  
1023 Minimum Limits required:  
1024  
1025 Two Million Dollars (\$2,000,000.00) - General Aggregate  
1026  
1027 Two Million Dollars (\$2,000,000.00) - Products and Completed Operations Aggregate  
1028  
1029 One Million Dollars (\$1,000,000.00) - Each Occurrence

1030  
1031 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG  
1032 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from  
1033 premises, operations, independent contractors, completed operations, personal injury,  
1034 products, civil lawsuits, Title VII actions and liability assumed under an insured contract  
1035 (including the tort liability of another assumed in a business contract).

## 1036 1037 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

1038  
1039 Minimum Limit required:

# CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

1040  
1041 One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage  
1042

1043 Coverage shall be for “any auto”, including owned, non-owned and hired vehicles. The policy  
1044 shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If  
1045 necessary, the policy shall be endorsed to provide contractual liability coverage.  
1046

## 1047 **WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE:**

1048  
1049 Bidder shall provide workers’ compensation insurance as required by Nevada Revised Statutes  
1050 Chapters 616A through 616D inclusive and Employer’s Liability insurance with a minimum limit  
1051 of \$500,000 each employee per accident for bodily injury by accident or disease.  
1052

1053 Bidder may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that  
1054 Bidder is a sole proprietor; that Bidder will not use the services of any employees in the  
1055 performance of this **REQUEST FOR BID**; that Bidder has elected to not be included in the  
1056 terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive;  
1057 and that Bidder is otherwise in compliance with the terms, conditions, and provisions of  
1058 Nevada Revised Statutes Chapters 616A-616D, inclusive.  
1059

## 1060 **BUSINESS LICENSE:**

1061  
1062 Bidder shall procure a Carson City business license within ten (10) calendar days of the  
1063 issuance of the Notice of Award.  
1064

1065 Bidder shall not commence work before: (1) Bidder has provided a copy of his Carson City  
1066 business license to Carson City Purchasing and Contracts, and (2) Carson City Purchasing  
1067 and Contracts has issued the Notice to Proceed.  
1068

1069 The Carson City business license shall continue in force until the latter of: (1) final acceptance  
1070 by Carson City of the completion of this **REQUEST FOR BID**; or (2) such time as the  
1071 Carson City business license is no longer required by Carson City under the terms of this  
1072 **REQUEST FOR BID**.  
1073

## 1074 **COMPLIANCE WITH LEGAL OBLIGATIONS:**

1075  
1076 Bidder shall procure and maintain for the duration of this **REQUEST FOR BID** any state,  
1077 county, city, or federal license, authorization, waiver, permit, qualification or certification  
1078 required by statute, ordinance, law, or regulation to be held by Bidder to provide the goods or  
1079 services of this **REQUEST FOR BID**. Bidder will be responsible to pay all government  
1080 obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments,  
1081 premiums, permits, and licenses required or imposed by law or a court. Real property and

# CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

1082 personal property taxes are the responsibility of Bidder in accordance with Nevada Revised  
1083 Statutes 361.157 and 361.159. Bidder agrees to be responsible for payment of any such  
1084 government obligations not paid by its subcontractors during performance of this **REQUEST**  
1085 **FOR BID**. Carson City may set-off against consideration due any delinquent government  
1086 obligation.

1087

## **WAIVER OF BREACH:**

1089

1090 Failure to declare a breach or the actual waiver of any particular breach of the **REQUEST**  
1091 **FOR BID** or its material or nonmaterial terms by either party shall not operate as a waiver by  
1092 such party of any of its rights or remedies as to any other breach.

1093

## **SEVERABILITY:**

1095

1096 If any provision contained in this **REQUEST FOR BID** is held to be unenforceable by a  
1097 court of law or equity, this **REQUEST FOR BID** shall be construed as if such provision did  
1098 not exist and the nonenforceability of such provision shall not be held to render any other  
1099 provision or provisions of this **REQUEST FOR BID** unenforceable.

1100

## **ASSIGNMENT/DELEGATION:**

1102

1103 To the extent that any assignment of any right under this **REQUEST FOR BID** changes the  
1104 duty of either party, increases the burden or risk involved, impairs the chances of obtaining the  
1105 performance of this **REQUEST FOR BID**, attempts to operate as a novation, or includes a  
1106 waiver or abrogation of any defense to payment Carson City, such offending portion of the  
1107 assignment shall be void, and shall be a breach of this **REQUEST FOR BID**. Bidder shall  
1108 neither assign, transfer nor delegate any rights, obligations or duties under this **REQUEST**  
1109 **FOR BID** without the prior written approval of Carson City.

1110

## **CARSON CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

1112

1113 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue  
1114 prints, plans, maps, data, system designs, computer programs, computer codes, and computer  
1115 records (which are intended to be consideration under the bid / contract award), or any other  
1116 documents or drawings, prepared or in the course of preparation by Bidder (or its  
1117 subcontractors) in performance of its obligations under this **REQUEST FOR BID** shall be  
1118 the exclusive property of Carson City and all such materials shall be delivered into Carson City  
1119 possession by Bidder upon completion, termination, or cancellation of this **REQUEST FOR**  
1120 **BID**.

1121

# CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

1122 Bidder shall not use, willingly allow, or cause to have such materials used for any purpose  
1123 other than performance of Bidder's obligations under this **REQUEST FOR BID** without the  
1124 prior written consent of Carson City. Notwithstanding the foregoing, Carson City shall have no  
1125 proprietary interest in any materials licensed for use by Carson City that are subject to patent,  
1126 trademark or copyright protection.

1127  
1128 Carson City shall be permitted to retain copies, including reproducible copies, of Bidder's  
1129 drawings, specifications, and other documents for information and reference in connection with  
1130 this **REQUEST FOR BID**.

1131  
1132 Bidder's drawings, specifications and other documents shall not be used by Carson City or  
1133 others without expressed permission of Bidder.  
1134

## **PUBLIC RECORDS:**

1135  
1136  
1137 Pursuant to Nevada Revised Statute 239.010, information or documents received from Bidder  
1138 may be open to public inspection and copying. Carson City will have the duty to disclose  
1139 unless a particular record is made confidential by law or a common law balancing of interests.  
1140 Bidder may clearly label individual documents as a "trade secret" or "confidential" in  
1141 accordance with Nevada Revised Statute 332.061, provided that Bidder thereby agrees to  
1142 indemnify and defend Carson City for honoring such a designation. The failure to so label any  
1143 document that is released by Carson City shall constitute a complete waiver of any and all  
1144 claims for damages caused by any release of the records.  
1145

## **CONFIDENTIALITY:**

1146  
1147  
1148 Bidder shall keep confidential all information, in whatever form, produced, prepared, observed  
1149 or received by Bidder to the extent that such information is confidential by law or otherwise  
1150 required by this **REQUEST FOR BID**.  
1151

## **FEDERAL FUNDING:**

1152  
1153  
1154 In the event federal funds are used for payment of all or part of this **REQUEST FOR BID**:  
1155 (1) Bidder certifies, by signing this **REQUEST FOR BID**, that neither it nor its principals are  
1156 presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily  
1157 excluded from participation in this transaction by any federal department or agency. (2) This  
1158 certification is made pursuant to the regulations implementing Executive Order 12549,  
1159 Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26,  
1160 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. (3)  
1161 This provision shall be required of every subcontractor receiving any payment in whole or in  
1162 part from federal funds. (4) Bidder and its subcontractors shall comply with all terms,  
1163 conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42  
1164 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R.

# CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

1165 26.101-36.999, inclusive, and any relevant program-specific regulations. (5) Bidder and its  
1166 subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended,  
1167 the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific  
1168 regulations, and shall not discriminate against any employee or offeror for employment  
1169 because of race, national origin, creed, color, sex, religion, age, disability or handicap condition  
1170 (including AIDS and AIDS-related conditions.)  
1171

## 1172 LOBBYING:

1173  
1174 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding  
1175 associated with this **REQUEST FOR BID** will be used for any purpose associated with or  
1176 related to lobbying or influencing or attempting to lobby or influence for any purpose the  
1177 following: (1) Any federal, state, county or local agency, legislature, commission, counsel or  
1178 board; (2) Any federal, state, county or local legislator, commission member, counsel member,  
1179 board member, or other elected official; or (3) Any officer or employee of any federal, state,  
1180 county or local agency; legislature, commission, counsel or board.  
1181

## 1182 GENERAL WARRANTY:

1183  
1184 Bidder warrants that all services, deliverables, and/or work product under this **REQUEST**  
1185 **FOR BID** shall be completed in a workmanlike manner consistent with standards in the trade,  
1186 profession, or industry; shall conform to or exceed the specifications as set forth in the  
1187 incorporated attachments; and shall be fit for ordinary use, of good quality, with no material  
1188 defects.  
1189

## 1190 PROPER AUTHORITY:

1191  
1192 The parties hereto represent and warrant that the person executing this **REQUEST FOR**  
1193 **BID** on behalf of each party has full power and authority to enter into this Contract. Bidder  
1194 acknowledges that this bid / contract award is effective only after approval by the Carson City  
1195 Regional Transportation Commission and only for the period of time specified in the  
1196 **REQUEST FOR BID**. Any services performed by Bidder before this bid / contract award is  
1197 effective or after it ceases to be effective are performed at the sole risk of Bidder.  
1198

## 1199 ALTERNATIVE DISPUTE RESOLUTION:

1200  
1201 Pursuant to NRS 338.150, public body charged with the drafting of specifications for a public  
1202 work shall include in the specifications a clause requiring the use of a method of alternative  
1203 dispute resolution before initiation of a judicial action if a dispute arising between the public  
1204 body and the contractor engaged on the public work cannot otherwise be settled. Therefore, in  
1205 the event that a dispute arising between **CITY** and **CONTRACTOR** cannot otherwise be  
1206 settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and

# CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

1207 **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present  
1208 **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one  
1209 person to serve as the mediator from the list of potential mediators presented by **CITY**. The  
1210 person selected as mediator shall determine the rules governing the mediation.  
1211

## 1212 **GOVERNING LAW; JURISDICTION:**

1213  
1214 This Contract and the rights and obligations of the parties hereto shall be governed by, and  
1215 construed according to, the laws of the State of Nevada, without giving effect to any principle of  
1216 conflict-of-law that would require the application of the law of any other jurisdiction. Bidder  
1217 consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson  
1218 City, Nevada for enforcement of this Contract.  
1219

## 1220 **ENTIRE CONTRACT AND MODIFICATION:**

1221  
1222 Once the Carson City Regional Transportation Commission has awarded this **REQUEST**  
1223 **FOR BID** (which includes the **NOTICE TO BIDDERS**, **SPECIFICATIONS**, **TERMS AND**  
1224 **CONDITIONS**, **BID RESPONSE**, and all **EXHIBITS**), their award and this **REQUEST FOR**  
1225 **BID** constitutes the entire Contract between Carson City and Bidder and is intended as a  
1226 complete and exclusive statement of the promises, representations, negotiations, and  
1227 discussions that may have been made.  
1228

1229 Unless an integrated attachment to this Contract specifically displays a mutual intent to amend  
1230 a particular part of this Contract, general conflicts in language between any such attachment  
1231 and this Contract shall be construed consistent with the terms of this Contract.  
1232

1233 Unless otherwise expressly authorized by the terms of this Contract, no modification or  
1234 amendment to this Contract shall be binding upon the parties unless the same is in writing and  
1235 signed by the respective parties hereto and approved by the Carson City Regional  
1236 Transportation Commission.  
1237

1238 \* \* \* **END OF TERMS AND CONDITIONS** \* \* \*

# CARSON CITY PURCHASING AND CONTRACTS BID RESPONSE

Bidder's initials & date \_\_\_\_\_

1239

## **BIDDER INFORMATION:**

1240

1241

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

1242

Federal ID No.: \_\_\_\_\_

1243

Mailing Address: \_\_\_\_\_

1244

City, State, Zip Code: \_\_\_\_\_

1245

Complete Telephone Number: \_\_\_\_\_

1246

Complete Fax Number: \_\_\_\_\_

1247

E-mail Address: \_\_\_\_\_

1248

1249

Contact Person/Title: \_\_\_\_\_

1250

Mailing Address: \_\_\_\_\_

1251

City, State, Zip Code: \_\_\_\_\_

1252

Complete Telephone Number: \_\_\_\_\_

1253

Complete Fax Number: \_\_\_\_\_

1254

E-mail Address: \_\_\_\_\_

1255

1256

## **LICENSING INFORMATION:**

1257

**Nevada State Contractor's License Number:** \_\_\_\_\_

1259

License Classification(s): \_\_\_\_\_

1261

Limitation(s) of License: \_\_\_\_\_

1262

Date Issued: \_\_\_\_\_

1263

Expiration Date: \_\_\_\_\_

1264

Name of Licensee: \_\_\_\_\_

1265

1266

Carson City Municipal Code Section 4.04.010 requires that any business operating within Carson City is required to be in possession of a valid Carson City business license. Be advised that upon award of a contract by Carson City, you must either have a current business license or an exemption letter from the Carson City Development Services Department before commencing business. However, possession of said license is not a prerequisite for bidding.

1271

**Carson City Business License Number:**

1273

Date Issued: \_\_\_\_\_

1275

Expiration Date: \_\_\_\_\_

1276

Name of Licensee: \_\_\_\_\_

1277

# CARSON CITY PURCHASING AND CONTRACTS BID RESPONSE

Bidder's initials & date \_\_\_\_\_

1278 **DISCLOSURE OF PRINCIPALS:**

1279

1280 **Individual and/or Partnership:**

1281

1282 Owner 1) Name: \_\_\_\_\_

1283 Address: \_\_\_\_\_

1284 City, State, Zip Code: \_\_\_\_\_

1285 Complete Telephone Number: \_\_\_\_\_

1286

1287 Owner 2) Name: \_\_\_\_\_

1288 Address: \_\_\_\_\_

1289 City, State, Zip Code: \_\_\_\_\_

1290 Complete Telephone Number: \_\_\_\_\_

1291

1292 Other 1) Title: \_\_\_\_\_

1293 Name: \_\_\_\_\_

1294

1295 Other 2) Title: \_\_\_\_\_

1296 Name: \_\_\_\_\_

1297

1298 **Corporation:**

1299

1300 State in which Company is incorporated: \_\_\_\_\_

1301 Date Incorporated: \_\_\_\_\_

1302 Name of Corporation: \_\_\_\_\_

1303 Address: \_\_\_\_\_

1304 City, State, Zip Code: \_\_\_\_\_

1305 Complete Telephone Number: \_\_\_\_\_

1306

1307 President's Name: \_\_\_\_\_

1308

1309 Vice-President's Name: \_\_\_\_\_

1310

1311 Other 1) Name: \_\_\_\_\_

1312 Title: \_\_\_\_\_

1313

1314 Other 2) Name: \_\_\_\_\_

1315 Title: \_\_\_\_\_

# CARSON CITY PURCHASING AND CONTRACTS

## BID RESPONSE

Bidder's initials & date \_\_\_\_\_

1316 If Bidder responds **NO** to any of the following questions, Bidder must use the  
1317 **EXCEPTION SUMMARY** document to record any deviations, modifications, and/or  
1318 alternates proposed to this **REQUEST FOR BID**. Failure to do so may be justification for  
1319 rejection of the **BID RESPONSE**. Bidder must indicate the title of document from the top  
1320 of the page, the page number from the bottom of the page, the item number  
1321 corresponding to the item, and a detailed description of the deviation, modification,  
1322 and/or alternate. Failure to note deviations, modifications, and/or alternates on the  
1323 **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the  
1324 manner described and/or specified in this **REQUEST FOR BID**.

1325  
1326 Bidder has read the **SPECIFICATIONS** and certifies that the product(s) and/or service(s)  
1327 proposed meets or exceeds the requirements of this **REQUEST FOR BID**.

1328 Yes No

1329  
1330 Bidder agrees that he is responsible for providing all traffic control for the work.

1331 Yes No

1332  
1333 Bidder agrees that no guarantee that any specific quantities will be ordered. Quantities shown  
1334 are estimates only and Carson City reserves the right to increase or decrease amounts as  
1335 circumstances may require.

1336 Yes No

1337  
1338 Bidder agrees that the **CONTRACT TERM** shall be through June 30, 2016, unless sooner  
1339 terminated by either party as specified in **Contract Termination**.

1340 Yes No

1341  
1342 Bidder agrees that Carson City shall have the right to renew this Contract, for five (5) additional  
1343 years, subject to negotiation.

1344 Yes No

1345  
1346 Bidder guarantees the pricing through June 30, 2011.

1347 Yes No

1348  
1349 Bidder agrees that this **REQUEST FOR BID** shall be subject to escalation and/or de-escalation  
1350 of prices.

1351 Yes No

1352  
1353 Bidder agrees that in the event of default by Bidder, Carson City may, at its option, pursue one  
1354 or all of the following alternatives including: procure the product(s) and/or service(s) from  
1355 another source and hold the defaulting Bidder responsible for an excess cost occasioned  
1356 thereby, assess a penalty of 5% of the total awarded bid amount, commence with Surety  
1357 and/or Performance Bond proceedings, debar the defaulting Bidder for not less than one year,  
1358 or pursue other applicable legal remedies.

1359 Yes No

# CARSON CITY PURCHASING AND CONTRACTS

## BID RESPONSE

Bidder's initials & date \_\_\_\_\_

1360  
1361 Bidder agrees that if necessity requires the use of materials or supplies not conforming to the  
1362 **SPECIFICATIONS**, they may be accepted and payment shall be made at a proper adjustment  
1363 in price.

1364 Yes No

1365  
1366 Provide a minimum of three (3) and a maximum of five (5) public agency references listing  
1367 similar work performed during the last three (3) years.

### 1368 Reference #1

1370  
1371 Agency name: \_\_\_\_\_

1372 Agency representative: \_\_\_\_\_

1373 Complete Telephone No.: \_\_\_\_\_

1374 Complete FAX No.: \_\_\_\_\_

1375 E-Mail Address: \_\_\_\_\_

1376  
1377 Date(s) work was provided: \_\_\_\_\_

1378 A brief description of the scope of work: \_\_\_\_\_

1379 \_\_\_\_\_

1380 \_\_\_\_\_

1381 \_\_\_\_\_

1382 \_\_\_\_\_

1383  
1384 General location that the work was performed: \_\_\_\_\_

1385 \_\_\_\_\_

1386 \_\_\_\_\_

1387 \_\_\_\_\_

1388 \_\_\_\_\_

### 1389 Reference #2

1390  
1391 Agency name: \_\_\_\_\_

1392 Agency representative: \_\_\_\_\_

1393 Complete Telephone No.: \_\_\_\_\_

1394 Complete FAX No.: \_\_\_\_\_

1395 E-Mail Address: \_\_\_\_\_

1396  
1397 Date(s) work was provided: \_\_\_\_\_

1398 A brief description of the scope of work: \_\_\_\_\_

1399 \_\_\_\_\_

1400 \_\_\_\_\_

1401 \_\_\_\_\_

1402 \_\_\_\_\_

1403 \_\_\_\_\_

1404

# CARSON CITY PURCHASING AND CONTRACTS

## BID RESPONSE

Bidder's initials & date \_\_\_\_\_

1405 General location that the work was performed: \_\_\_\_\_  
1406 \_\_\_\_\_  
1407 \_\_\_\_\_  
1408 \_\_\_\_\_  
1409 \_\_\_\_\_

### Reference #3

1411  
1412  
1413 Agency name: \_\_\_\_\_  
1414 Agency representative: \_\_\_\_\_  
1415 Complete Telephone No.: \_\_\_\_\_  
1416 Complete FAX No.: \_\_\_\_\_  
1417 E-Mail Address: \_\_\_\_\_

1418  
1419 Date(s) work was provided: \_\_\_\_\_  
1420 A brief description of the scope of work: \_\_\_\_\_  
1421 \_\_\_\_\_  
1422 \_\_\_\_\_  
1423 \_\_\_\_\_  
1424 \_\_\_\_\_

1425  
1426 General location that the work was performed: \_\_\_\_\_  
1427 \_\_\_\_\_  
1428 \_\_\_\_\_  
1429 \_\_\_\_\_  
1430 \_\_\_\_\_

### Reference #4

1431  
1432  
1433  
1434 Agency name: \_\_\_\_\_  
1435 Agency representative: \_\_\_\_\_  
1436 Complete Telephone No.: \_\_\_\_\_  
1437 Complete FAX No.: \_\_\_\_\_  
1438 E-Mail Address: \_\_\_\_\_

1439  
1440 Date(s) work was provided: \_\_\_\_\_  
1441 A brief description of the scope of work: \_\_\_\_\_  
1442 \_\_\_\_\_  
1443 \_\_\_\_\_  
1444 \_\_\_\_\_

1445  
1446  
1447 General location that the work was performed: \_\_\_\_\_  
1448 \_\_\_\_\_  
1449 \_\_\_\_\_

# CARSON CITY PURCHASING AND CONTRACTS BID RESPONSE

Bidder's initials & date \_\_\_\_\_

1450 \_\_\_\_\_  
1451 \_\_\_\_\_

## Reference #5

1452  
1453  
1454 Agency name: \_\_\_\_\_  
1455 Agency representative: \_\_\_\_\_  
1456 Complete Telephone No.: \_\_\_\_\_  
1457 Complete FAX No.: \_\_\_\_\_  
1458 E-Mail Address: \_\_\_\_\_  
1459

1460  
1461 Date(s) work was provided: \_\_\_\_\_  
1462 A brief description of the scope of work: \_\_\_\_\_  
1463 \_\_\_\_\_  
1464 \_\_\_\_\_  
1465 \_\_\_\_\_  
1466 \_\_\_\_\_

1467  
1468 General location that the work was performed: \_\_\_\_\_  
1469 \_\_\_\_\_  
1470 \_\_\_\_\_  
1471 \_\_\_\_\_  
1472 \_\_\_\_\_  
1473

1474 Bidder has read and agrees to abide by the TERMS AND CONDITIONS of this **REQUEST**  
1475 **FOR BID.**

1476 Yes No

1477  
1478 Bidder has provided "**Exhibit A**" - All addenda must be signed and placed in date and time  
1479 order.

1480 Yes No Not Applicable

1481  
1482 Bidder has provided "**Exhibit B**" - BID RESPONSE additional space on company letterhead.

1483  
1484 Yes No Not Applicable

1485  
1486 Bidder has provided "**Exhibit C**"- Supplemental materials.

1487 Yes No Not Applicable

1488  
1489 Bidder agrees that all billings for dates of service prior to July 1 must be submitted to Carson  
1490 City no later than the first Friday in August of the same year; that a billing submitted after the  
1491 first Friday in August will subject Bidder to an administrative fee not to exceed \$100.00; and  
1492 that this amount will be deducted from the stale claim payment due to Bidder.

1493 Yes No

# CARSON CITY PURCHASING AND CONTRACTS

## BID RESPONSE

Bidder's initials & date \_\_\_\_\_

1494  
 1495 Bidder has read and agrees to abide by the **INSURANCE REQUIREMENTS** for Commercial  
 1496 General Liability Insurance, Business Automobile Liability Insurance, and Workers'  
 1497 Compensation and Employer's Liability Insurance for this **REQUEST FOR BID**.  
 1498 Yes No

1499  
 1500 Bidder has provided "**Exhibit D**" - **EXCEPTION SUMMARY** additional space on company  
 1501 letterhead.  
 1502 Yes No Not Applicable

### **PRICING SUMMARY**

DESCRIPTION	Quantity	Unit	Unit Price	Total
Painted Pavement Striping 4" Solid White	133,500	LF		
Painted Pavement Striping 4" Skip White	182,000	LF		
Painted Pavement Striping 4" Solid Yellow	26,000	LF		
Painted Pavement Striping 4" Skip Yellow	75,000	LF		
Painted Pavement Striping 4" Solid Double Yellow	180,000	LF		
Painted Pavement Striping 4" Solid Yellow/ 4" Skip Yellow	171,000	LF		
Painted Pavement Striping 6" Solid White	141,000	LF		
Painted Pavement Striping 8" Solid White	39,000	LF		
Painted Pavement Striping 8" Mini Skip White	5,500	LF		
Painted Pavement Striping 12" Solid White	250	LF		
Painted Pavement Striping 12" Mini Skip White	250	LF		
Removal of Existing Striping	1,000	LF		
Traffic Control	1	LS		
<b>Total Bid Price:</b>				

**CARSON CITY PURCHASING AND CONTRACTS  
BID RESPONSE**

Bidder's initials & date \_\_\_\_\_

1506 **ACKNOWLEDGMENT AND EXECUTION:**

1507  
1508 **STATE OF** \_\_\_\_\_ )  
1509 \_\_\_\_\_ ) **SS**  
1510 **COUNTY OF** \_\_\_\_\_ )  
1511

1512 I, \_\_\_\_\_ (Name of party signing this **BID RESPONSE**),  
1513 do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have  
1514 read and agree to abide by this **REQUEST FOR BID** which includes the following  
1515 documents: **NOTICE TO BIDDERS**, **SPECIFICATIONS**, **TERMS AND CONDITIONS**, and **BID**  
1516 **RESPONSE**.  
1517

1518 **BIDDER:**

1519 **PRINTED NAME OF BIDDER:** \_\_\_\_\_  
1520 **TITLE:** \_\_\_\_\_  
1521 **FIRM:** \_\_\_\_\_  
1522 **Address:** \_\_\_\_\_  
1523 **City:** \_\_\_\_\_  
1524 **State / Zip Code:** \_\_\_\_\_  
1525 **Telephone Number:** \_\_\_\_\_  
1526 **Fax Number:** \_\_\_\_\_  
1527 **E-mail address:** \_\_\_\_\_  
1528

1529 \_\_\_\_\_  
1530 (Signature of Bidder)

1531 **DATED** \_\_\_\_\_  
1532

1533  
1534 Signed and sworn (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by  
1535 \_\_\_\_\_.  
1536

1537  
1538  
1539 \_\_\_\_\_  
1540 (Signature of Notary)

1541  
1542  
1543 (Notary Stamp)

# CARSON CITY PURCHASING AND CONTRACTS

## BID RESPONSE

Bidder's initials & date \_\_\_\_\_

1544 **EXCEPTION SUMMARY INSTRUCTIONS:**

1545  
1546 Use this document to record any deviations, modifications, and/or alternates proposed to this  
1547 **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID**  
1548 **RESPONSE**. Bidder must indicate the line number corresponding to the item and a detailed  
1549 description of the deviation, modification, and/or alternate. Failure to note deviations,  
1550 modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey  
1551 that Bidder will perform in the manner described and/or specified in this **REQUEST FOR**  
1552 **BID**.

1553  
1554 If additional space is required, use company letterhead and mark as "Exhibit D".  
1555

1556 If there are no deviations, modifications, and/or alternates proposed to this **REQUEST FOR**  
1557 **BID**, write "None".

1558  
1559 \_\_\_\_\_  
1560  
1561 \_\_\_\_\_  
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1579 \_\_\_\_\_

1580  
1581  
1582 \* \* \* **END OF BID RESPONSE** \* \* \*