

CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 887-2107

<http://www.carson.org/Index.aspx?page=998>

NOTICE TO BIDDERS
REQUEST FOR BID #1415-149
Eagle Creek Bridge

April 1, 2015

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

SEALED BIDS *[one (1) original **BID RESPONSE** which includes all exhibits (clearly marked on the front outside cover as the original with the number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number); three (3) copies of the **BID RESPONSE** which includes all exhibits (clearly marked on the front outside cover as a copy with the number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number); and one (1) CD which includes the **BID RESPONSE** and all exhibits (clearly marked with the number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number)]* **must be submitted in a sealed envelope/package/box** (clearly marked with number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number) **to CARSON CITY PURCHASING AND CONTRACTS, 201 North Carson Street, Suite 3, Carson City, Nevada 89701 by 11:00 a.m. on May 7, 2015. Bids received after the date and time set for receipt will be rejected and disqualified from consideration.**

BID OPENING AND ACKNOWLEDGMENT will be held publicly at 11:10 a.m. on May 7, 2015 at 201 North Carson Street, Carson City, Nevada 89701. A tabulation of the **BID RESPONSES** will be posted on Carson City's website <http://www.carson.org/Index.aspx?page=998> within 48 hours.

AWARD RECOMMENDATION will be made by the Carson City Purchasing and Contracts Department. You are encouraged to visit the City's website for that recommendation or contact Kim Belt at KBelt@carson.org for the recommendation.

APPEAL BY UNSUCCESSFUL BIDDER must be submitted in writing to Carson City Purchasing and Contracts within five (5) working days of the **BID OPENING** and must be in compliance with Nevada Revised Statute (NRS) 332.

AWARD will be made by the Carson City Board of Supervisors and is scheduled for Thursday May 21, 2015, and their decision is final. The Carson City Board of Supervisors meeting will be held in the Sierra Room of the Carson City Community Center, 851 E. William Street, Carson City, NV 89701 beginning at 8:30 a.m.

SCOPE:

Carson City Purchasing and Contracts, on behalf of the Public Works Department, is accepting sealed bids for a fully engineered 57 foot clear span bridge of steel construction. This is a federally funded project which requires all steel in the project to comply with the Buy American Act. Price shall include cost for shipping the completed product to the bridge site in Carson City, Nevada. Shipment shall take place no sooner than 120 calendar days from bid award.

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.

Only new product(s) of current design and manufacture shall be proposed and accepted under this **REQUEST FOR BID**. Bidding of demonstrator or used product(s) shall be specifically prohibited. Product(s) and/or materials(s) furnished by Bidder having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by Bidder at no cost to Carson City. Should Carson City receive any product(s) and/or material(s) not conforming to the requirements of this **REQUEST FOR BID**, they shall be returned and replaced at Bidder's expense.

Technical specifications and literature illustrating Bidder's proposed product(s) shall be

submitted and marked as "**Exhibit A**". Failure to do so may be justification for rejection of the **BID RESPONSE**.

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. See Attachment B.

A letter from the manufacturer certifying that Bidder is an authorized representative of the manufacturer for the product(s) and/or materials being proposed and that any warranty requirements provided for herein will be performed favorably in their behalf shall be submitted and marked as "**Exhibit B**". Failure to do so may be justification for rejection of the **BID RESPONSE**.

TECHNICAL SPECIFICATIONS:

1.0 GENERAL

1.1 Scope

These specifications are for a fully engineered 57 foot clear span bridge of steel construction and shall be regarded as minimum standards for design and construction. This is a federally funded project which requires all steel in the project to comply with the Buy American Act. Price shall include cost for shipping the completed product to the bridge site in Carson City, Nevada. Shipment shall take place no sooner than 120 calendar days from bid award.

1.2 Qualified Suppliers

Qualified suppliers must have at least 5 years experience fabricating these types of structures.

The manufacturer must provide the following documentation:

- Product Literature
- All documentation to insure the proposed substitution will be in compliance with these specifications. This shall include:
 - Representative design calculations
 - Representative drawings
 - Splicing and erection procedures
 - Warranty information
 - Inspection and Maintenance procedures
 - AISC Shop Certification
 - Welder Qualifications
- Suppliers must have at least five (5) years experience designing and fabricating these types of structures and a minimum of five (5) successful bridge projects, of similar construction, each of which has been in service at least three (3) years. List the location, bridge size, owner, and a contact for reference for each project.

2.0 GENERAL FEATURES OF DESIGN

2.1. Span

Bridge span shall be 57'-0" (straight line dimension) and shall be as measured from each end of the bridge structure.

2.2. Width

Bridge width shall be 10'-0" and shall be as measured from the inside face of structural elements at deck level.

2.3. Bridge System Type

Bridge shall be designed as a Half-Through Pony System that has one (1) diagonal per panel and plumb end vertical members. Interior vertical members may be either plumb or perpendicular to the chord faces.

2.3.1. Bridge shall be designed utilizing an underhung floor beam (top of floor beam welded to the bottom of the bottom chord) or be designed utilizing an H-Section configuration where the floor beams are placed up inside the trusses and attached to the truss verticals.

2.3.2. The distance from bottom of bearing to top-of-deck shall be a maximum distance of 14".

2.3.3. The top of the top chord shall not be less than 4'-6" inches above the deck (measured from the high point of the riding surface) on bike path structures.

2.3.4. The bridge shall be designed for an occasional vehicle load of 10,000 pounds.

2.3.5. Snow loads of 30 pounds per square foot shall be considered. Snow load shall be used in combination with specified pedestrian loads.

2.4. Member Components

All members of the vertical trusses (top and bottom chords, verticals, and diagonals) shall be fabricated from square and/or rectangular structural steel tubing. Other structural members and bracing shall be fabricated from structural steel shapes or square and rectangular structural steel tubing.

Unless the floor and fastenings are specifically designed to provide adequate lateral support to the top flange of open shape stringers (w-shapes or channels), a minimum of one stiffener shall be provided in each stringer at every floor beam location.

2.5. Attachments

2.5.1. Safety Rails

Horizontal safety rails shall be placed on the structure up to a minimum height of 4'-6" above the deck surface. Safety rails shall be placed so as to prevent a 4" sphere from passing through the truss. Safety rails placed on the inside of the truss shall have their ends sealed and ground smooth so as to produce no sharp edges.

2.5.2. Handrail

The bridge shall have a galvanized tubular handrail on each side placed at a height of 3'-0". Handrail shall be mounted to the truss members to supply a clear 1.5" space between the inside of the rail and any truss member. Rail shall be designed for a horizontal load of 50 pounds per linear foot applied to any direction and a nonconcurrent load of 200 pounds in any direction applied at the top of the rail. When rails are designed allowable stress criteria, the allowable stresses for members and attachments may be increased by one-third.

2.5.3. Toe Plate

The bridge shall be supplied with a steel toe plate mounted to the inside face of both trusses. The toe plate shall be a minimum of 4 inches high. Toe plating will be welded to the truss members at a height adequate to provide a 2" gap between the bottom of the plate and the top of the deck or the top of the bottom chord, whichever is higher. The span of unstiffened flat toe plating (from center to center of supports) shall not exceed 5'-8".

2.6. Camber

The bridge shall have a vertical camber dimension at midspan equal to 100% of the full dead load deflection plus 1% of the full length of the bridge.

2.7. Elevation Difference

The bridge abutments shall be constructed at the same elevation on both ends of the bridge.

3.0 ENGINEERING

Structural design of the bridge structures shall be performed by or under the direct supervision of a licensed professional engineer and done in accordance with recognized engineering practices and principles. The engineer shall be licensed to practice in the **STATE of NEVADA**.

3.1. Design Loads

In considering design and fabrication issues, this structure shall be assumed to be statically loaded. No dynamic analysis shall be required nor shall fabrication issues typically considered for dynamically loaded structures be considered for this bridge.

3.1.1. Dead Load

The bridge structure shall be designed considering its own dead load (superstructure and original decking) only. No additional dead loading need be considered.

3.1.2. Uniform Live Load

3.1.2.1. Pedestrian Live Load

Main Members: Main supporting members, including girders, trusses and arches shall be designed for a pedestrian live load of 85 pounds per square foot of bridge walkway area. The pedestrian live load shall be applied to those areas of the walkway so as to produce maximum stress in the member being designed. If the bridge walkway area to which the pedestrian live load is applied (deck influence area) exceeds 400 square feet, the pedestrian live load may be reduced by the following equation:

$$w = 85 \left[0.25 + \frac{15}{\sqrt{A_1}} \right]$$

Where w is the design pedestrian load (psf) and A_1 is the deck influence area in square feet.

The reduced design live load shall not be less than 65 pounds per square foot of bridge walkway area.

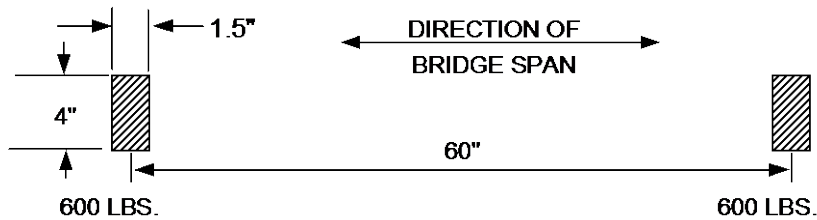
Secondary Members: Bridge decks and supporting floor systems, including secondary stringers, floor beams and their connections to main supporting members shall be designed for a live load of 85 pounds per square foot, with no reduction allowed.

3.1.3. Concentrated Loads

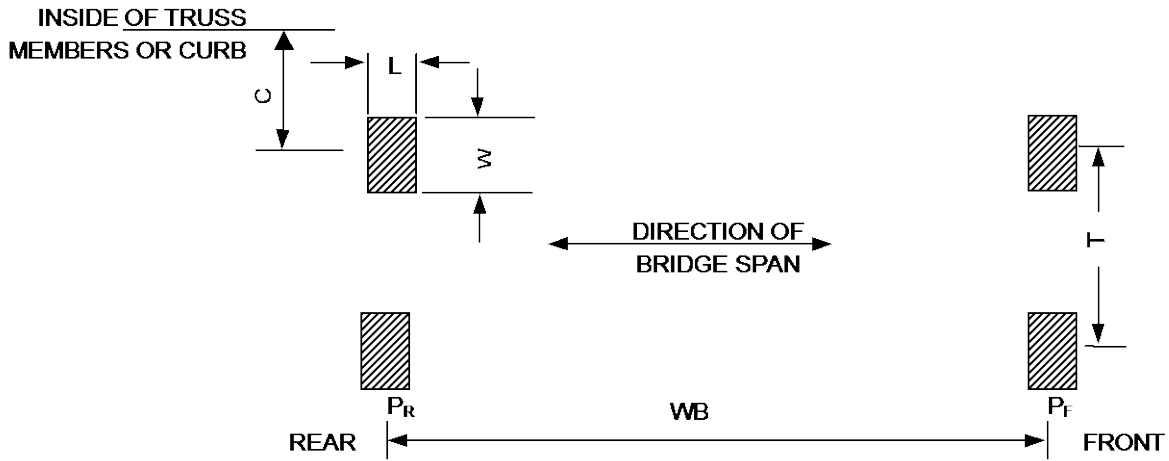
The bridge superstructure, floor system and decking shall be designed for each of the following point load conditions:

3.1.3.1. A concentrated load of 1000 pounds placed on any area 2.5 ft x 2.5 ft square.

A 1200 pound two wheel vehicle with a wheelbase and tire print area as shown in the following diagram:



1.1.1.1. A 10,000 pound four wheeled vehicle with the appropriate wheelbase, tire track and tire print area as shown in the following diagram: (See Table I for the values corresponding to the selected vehicle)



Vehicle	Axle and Wheel Spacings		Front Wheels			Rear Wheels			C*
	WB	T	P _F	L	W	P _R	L	W	
4,000#	48"	32"	1,000#	2.0"	5.0"	1,000#	2.0"	5.0"	9"
6,000#	66"	48"	1,500#	2.5"	6.0"	1,500#	2.5"	6.0"	12"
8,000#	102"	60"	1,600#	3.0"	8.0"	2,400#	3.0"	8.0"	15"

10,000#	120"	72"	2,000#	3.5"	8.5"	3,000#	3.5"	8.5"	18"
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(*C is the minimum dimension from center of wheel to the inside face of truss or curb.)

TABLE I

All of the concentrated or wheel loads shall be placed so as to produce the maximum stress in each member being analyzed. Critical stresses need be calculated assuming there is only one vehicle on the bridge at any given time. Assumptions that vehicles only travel down the center of the bridge or that the vehicle load is a uniform line load will not be allowed.

Each four wheeled vehicle load listed in Table I, up to and including the maximum weight vehicle selected, must be used in determining critical deck stresses. The wheel distribution for deck design shall be as specified in Section 4.3.1. Stringers shall be designed for the applied wheel loads assuming no lateral load distribution to adjacent stringers.

A vehicle impact allowance is not required.

1.1.1. Wind Load

1.1.1.1. Horizontal Forces

The bridge shall be designed for a design wind speed of 126 mph (3-second gust), with Exposure "C" per ASCE 7-10. The wind load shall be applied horizontally at right angles to the longitudinal axis of the structure.

The wind loading shall be considered both in the design of the lateral load bracing system and in the design of the truss vertical members, floor beams and their connections.

1.1.1.2. Overturning Forces

The effect of forces tending to overturn structures shall be calculated assuming that the wind direction is at right angles to the longitudinal axis of the structure. In addition, an upward force shall be applied at the windward quarter point of the transverse superstructure width. This force shall be 20 pounds per square foot on deck.

1.1.2. Top Chord/Railing Loads

The top chord, truss verticals, and floor beams shall be designed for lateral wind loads (per section 3.1.4.1) and for any loads required to provide top chord stability as outlined in Section 3.3.6; however, in no case shall the load be less than 50 pounds per lineal foot or a 200 pound point load, whichever produces greater stresses, applied in any direction at any point along the top chord or at the top of the safety system (4' 6" above deck level), if higher than the top chord.

1.1.3. Load Combinations

The loads listed herein shall be considered to act in the following combinations, whichever produce the most unfavorable effects on the bridge superstructure or structural member concerned. [DL = Dead Load; LL = Live Load; WL = Wind Load; VEH = Vehicle Load]

DL + LL
DL + VEH
DL+WL
DL+LL+.3WL
DL+VEH+.3WL

NOTE: For service load design, the percentage of the basic unit stress used for each combination shall be in accordance with table 3.22.1A of the AASHTO "Standard Specifications for Highway Bridges".

It shall be the responsibility of the foundation engineer to determine any additional loads (i.e. earth pressure, stream force on abutments, wind loads other than those applied perpendicular to the long axis of the bridge, etc.) and load combinations required for design of the abutments.

3.2. Design Limitations

3.2.1. Deflection

3.2.1.1. Vertical Deflection

The vertical deflection of the main trusses due to service pedestrian live load shall not exceed 1/500 of the span.

The vertical deflection of cantilever spans of the structure due to service pedestrian live load shall not exceed 1/300 of the cantilever arm length.

The deflection of the floor system members (floor beams and stringers) due to service pedestrian live load shall not exceed 1/360 of their respective spans.

The service pedestrian live load shall be 85 PSF, reduced in accordance with Section 3.1.2.1, but should in no case be less than 65 PSF for deflection checks.

Deflection limits due to occasional vehicular traffic shall not be considered.

3.2.1.2. Horizontal Deflection

The horizontal deflection of the structure due to lateral wind loads shall not exceed 1/500 of the span.

3.2.2. Minimum Thickness of Metal

The minimum thickness of all structural steel members shall be 1/4" nominal and be in accordance with the AISC Manual of Steel Construction's "Standard Mill Practice Guidelines". For ASTM A500 and ASTM A847 tubing, the section properties used for design shall be per the Steel Tube Institute of North America's Hollow Structural Sections "Dimensions and Section Properties".

3.3. Applicable Codes and Standards

3.3.1. Governing Codes and Standards

3.3.1.1. All applicable Carson City municipal building codes and IBC 2012. Design shall incorporate the requirements of the 2012 Northern Nevada Code Amendments.

3.3.2. Reference Codes and Standards

3.3.2.1. Structural Steel Allowable Stresses
AASHTO, Standard Specifications for Highway Bridges, latest edition.

3.3.2.2. Welded Tubular Connections

American National Standards Institute / American Welding Society (ANSI/AWS) and the

Canadian Institute of Steel Construction (CISC).

All welded tubular connections shall be checked, when within applicable limits, for the limiting failure modes outlined in the ANSI/AWS D1.1 Structural Welding Code or in accordance with the "Design Guide for Hollow Structural Section Connections" as published by the Canadian Institute of Steel Construction (CISC).

When outside the "validity range" defined in these design guidelines, the following limit states or failure modes must be checked:

- Chord face plastification
- Punching shear (through main member face)
- Material failure
 - Tension failure of the web member
 - Local buckling of a compression web member
- Weld failure
 - Allowable stress based on "effective lengths"
 - "Ultimate" capacity
- Local buckling of a main member face
- Main member failure:
 - Web or sidewall yielding
 - Web or sidewall crippling
 - Web or sidewall buckling
 - Overall shear failure

All tubular joints shall be plain unstiffened joints (made without the use of reinforcing plates) except as follows:

- Floor beams hung beneath the lower chord of the structure may be constructed with or without stiffener (or gusset) plates, as required by design.
- Floor beams which frame directly into the truss verticals (H-Section bridges) may be designed with or without end stiffening plates as required by design.
- Where chords, end floor beams and in high profiles the top end struts weld to the end verticals, the end verticals (or connections) may require stiffening to transfer the forces from these members into the end vertical.
- Truss vertical to chord connections.

NOTE: The effects of fabrication tolerances shall be accounted for in the design of the structure. Special attention shall be given to the actual fit-up gap at welded truss joints.

3.3.2.3. Wood

American Institute of Timber Construction (AITC), the U.S. Forest Products Laboratory, and the American Forest & Paper Association (AF&PA).

Sawn lumber shall be designed in accordance with the ANSI/AF&PA NDS, "National Design Standard for Wood Construction", as published by the American Forest & Paper Association or the "Timber Construction Manual" as published by the American Institute of Timber Construction (AITC). Design properties for naturally durable hardwoods shall be in accordance with "Tropical Timbers of the World", as published by the U.S. Forest Products Laboratory.

3.3.2.4. Top Chord Stability

Structural Stability Research Council (SSRC), formerly Column Research Council.

The top chord shall be considered as a column with elastic lateral supports at the panel points. The critical buckling force of the column, so determined, shall exceed the maximum force from dead load and live load (uniform or vehicular) in any panel of the top chord by not less than 50 percent for parallel chord truss bridges or 100 percent for bowstring bridges. The design approach to prevent top chord buckling shall be as outlined by E.C. Holt's research work in conjunction with the Column Research Council on the stability of the top chord of a half-through truss. See Appendix A for the calculation of the spring constant C and the determination of an appropriate K factor for out-of-plane buckling.

In addition, for the dead load plus vehicle load combination, the spring constant "C" furnished by the transverse "U-Frames" shall not be less than "C" required as defined by:

$$C \text{ required} = \frac{1.46 P_c}{L}$$

Where P_c is the maximum top chord compression due to dead load plus the vehicle load times the appropriate safety factor (1.5 for parallel chord truss bridges or 2.0 for bowstring bridges) and L is the length in inches of one truss panel or bay.

For uniformly loaded bridges, the vertical truss members, the floor beams and their connections (transverse frames) shall be proportioned to resist a lateral force of not less than 1/100k times the top chord compressive load, but not less than .004 times that top chord load, applied at the top chord panel points of each truss. The top chord load is determined by using the larger top chord axial force in the members on either side of the "U-frame" being analyzed. For end frames, the same concept applies except the transverse force is 1% of the axial load in the end post member.

For bridges with vehicle loads, the lateral force applied at the top chord elevation for design of the transverse frames shall not be less than 1% of the top chord compression due to dead load plus any vehicle loading.

The bending forces in the transverse frames, as determined above, act in conjunction with all forces produced by the actual bridge loads as determined by an appropriate analysis which assumes that the floor beams are "fixed" to the trusses at each end.

NOTE: The effects of three dimensional loading (including "U-frame" requirements) shall be considered in the design of the structure. The "U-frame" forces shall be added to the forces derived from a three dimensional analysis of the bridge.

4.0 MATERIALS

4.1. Steel

4.1.1. Unpainted Weathering Steel

Bridges which are not to be painted shall be fabricated from high strength, low alloy, atmospheric corrosion resistant ASTM A847 cold-formed welded square and rectangular tubing and/or ASTM A588, or ASTM A242, ASTM A606 plate and structural steel shapes ($F_y = 50,000$ psi). The minimum corrosion index of atmospheric corrosion resistant steel, as determined in accordance

with ASTM G101, shall be 6.0.

4.2. Decking

4.2.1. Treated Fir Decking

4.2.1.1. Wood decking shall be Select Structural Douglas Fir planks (Minimum Fb=1,450 psi). Decking to be treated to AWWA standards. Preservative utilized shall be Alkaline Copper Quaternary (ACQ). Decking shall be treated to a total absorption of 0.40 pounds per cubic foot of wood or to refusal.

4.2.2. Wood Decking Attachment

- At time of installation, planks are to be placed tight together with no gaps.
- Every plank must be attached with at least one fastener at each end.
- All fasteners to be hot-dipped galvanized copper or stainless steel. Self-tapping screws or hex-head bolts, with a steel plank holddown, are to be used at the ends of planks. Self-tapping screws or carriage bolts are to be used as interior connection fasteners when required. Power actuated fasteners will not be allowed.
- Planks are to be drilled prior to installation of bolts and/or screws.
- In addition to at least one fastener at each end of every plank (typical for all installations), planks for bridges with widths of 72" to 143" shall be attached with a minimum of two fasteners at a location approximately near the center of the bridge width. Bridges wider than 143" are to have two fasteners located at a minimum of two interior stringer locations, approximately at the third points of the bridge width.

NOTE: Attachments at the ends of the planks may be modified as required when obstructions, such as interior safety system elements, prevent installation of the specified holddown system.

5.0 WELDING

5.1. Welding

Welding and weld procedure qualification tests shall conform to the provisions of ANSI/AWS D1.1 "Structural Welding Code", 1996 Edition. Filler metal shall be in accordance with the applicable AWS Filler Metal Specification (i.e. AWS A 5.28 for the GMAW Process). For exposed, bare, unpainted applications of corrosion resistant steels (i.e. ASTM A588 and A847), the filler metal shall be in accordance with AWS D1.1, Section 3.7.3.

5.2. Welders

Welders shall be properly accredited operators, each of whom shall submit certification of satisfactorily passing AWS standard qualification tests for all positions with unlimited thickness of base metal, have a minimum of 6 months experience in welding tubular structures and have demonstrated the ability to make uniform sound welds of the type required.

6.0 SUBMITTALS

6.1. Submittal Drawings

Schematic drawings and diagrams shall be submitted to the customer for their review after receipt of order. Submittal drawings shall be unique drawings, prepared to illustrate the specific portion of the work to be done. All relative design information such as member sizes, bridge reactions, and general notes shall be clearly specified on the drawings. Drawings shall have cross referenced details and sheet numbers. All drawings shall be signed and sealed by a Professional Engineer who is licensed in accordance with Section 3.0.

6.2. Structural Calculations

Structural calculations for the bridge superstructure shall be submitted by the bridge manufacturer and reviewed by the approving engineer. All calculations shall be signed and sealed by a Professional Engineer who is licensed in accordance with Section 3.0. The calculations shall include all design information necessary to determine the structural adequacy of the bridge. The calculations shall include the following:

- All AASHTO allowable stress checks for axial, bending and shear forces in the critical member of each truss member type (i.e. top chord, bottom chord, floor beam, vertical, etc.).
- Checks for the critical connection failure modes for each truss member type (i.e. vertical, diagonal, floor beam, etc.). Special attention shall be given to all welded tube on tube connections (see section 3.3.2 for design check requirements).
- All bolted splice connections.
- Main truss deflection checks.
- U-Frame stiffness checks (used to determine K factors for out-of-plane buckling of the top chord) for all half through or "pony" truss bridges.
- Deck design.

NOTE: The analysis and design of triangulated truss bridges shall account for moments induced in members due to joint fixity where applicable. Moments due to both truss deflection and joint eccentricity must be considered.

6.3. Welder certifications in compliance with AWS standard qualification tests.

6.4. Welding procedures in compliance with Section 5.1.

7.0 FABRICATION

7.1. General Requirements

7.1.1. Drain Holes

When the collection of water inside a structural tube is a possibility, either during construction or during service, the tube shall be provided with a drain hole at its lowest point to let water out.

7.1.2. Welds

Special attention shall be given to developing sufficient weld throats on tubular members. Fillet weld details shall be in accordance with AWS D1.1, Section 3.9 (See AWS Figure 3.2). Unless determined otherwise by testing, the loss factor "Z" for heel welds shall be in accordance with

AWS Table 2.8. Fillet welds which run onto the radius of a tube shall be built up to obtain the full throat thickness (See Figure 7.1). The maximum root openings of fillet welds shall not exceed 3/16" in conformance with AWS D1.1, Section 5.22. Weld size or effective throat dimensions shall be increased in accordance with this same section when applicable (i.e. fit-up gaps > 1/16").

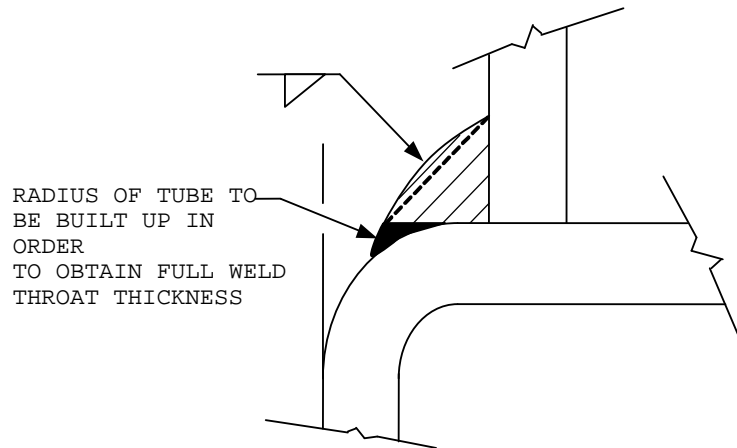


FIGURE 7.1
BUILD UP RADIUS WELD

The fabricator shall have verified that the throat thickness of partial joint penetration groove welds (primarily matched edge welds or the flare-bevel-groove welds on underhung floor beams) shall be obtainable with their fit-up and weld procedures. Matched edge welds shall be "flushed" out when required to obtain the full throat or branch member wall thickness.

For full penetration butt welds of tubular members, the backing material shall be fabricated prior to installation in the tube so as to be continuous around the full tube perimeter, including corners. Backing may be of four types:

- A "box" welded up from four (4) plates.
- Two "channel" sections, bent to fit the inside radius of the tube, welded together with full penetration welds.
- A smaller tube section which slides inside the spliced tube.
- A solid plate cut to fit the inside radius of the tube.

Corners of the "box" backing, made from four plates, shall be welded and ground to match the inside corner radii of the chords. The solid plate option shall require a weep hole either in the chord wall above the "high side" of the plate or in the plate itself. In all types of backing, the minimum fit-up tolerances for backing must be maintained at the corners of the tubes as well as across the "flats".

7.2. Quality Certification

Bridges shall be fabricated by a fabricator who is currently certified by the American Institute of Steel

Construction to have the personnel, organization, experience, capability, and commitment to produce fabricated structural steel for the category “**Major Steel Bridges**” as set forth in the AISC Certification Program. Quality control shall be in accordance with procedures outlined for AISC certification. For painted structures, the fabricator must hold a "Sophisticated Paint Endorsement" as set forth in the AISC certification program. Furthermore, the bridges shall be fabricated in a facility owned and/or leased by the corporate owner of the manufacturer, and fully dedicated to bridge manufacturing.

8.0 FINISHING

8.1. Blast Cleaning

8.1.1. Bare applications of enhanced corrosion resistant steels.

All Blast Cleaning shall be done in a dedicated OSHA approved indoor facility owned and operated by the bridge fabricator. Blast operations shall use Best Management Practices and exercise environmentally friendly blast media recovery systems.

To aid in providing a uniformly “weathered” appearance, all exposed surfaces of steel shall be blast cleaned in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 7 Brush-Off Blast Cleaning, SSPC-SP7 latest edition.

Exposed surfaces of steel shall be defined as those surfaces seen from the deck and from outside of the structure. Stringers, floor beams, lower brace diagonals and the inside face of the truss below deck and bottom face of the bottom chord shall not be blasted.

9.0 DELIVERY AND ERECTION

Delivery is made to a location nearest the site which is easily accessible to normal over-the-road tractor/trailer equipment, but may require travel across a gravel road or irrigated pasture. The manufacturer will provide detailed, written instruction in the proper lifting procedures. The Contractor shall coordinate with the bridge manufacture in the delivery and erection schedule.

The bridge manufacturer shall provide written inspection and maintenance procedures to be followed by the bridge owner.

Carson City shall be notified one week prior to delivery. Delivery shall be scheduled during normal working hours, Monday – Thursday 7am-5:30pm. All prices shall be F.O.B. Carson City, Nevada C/O/ Ann Bollinger. No additional charges for freight, packaging, handling, insurance, etc., shall be allowed. Bidder shall be responsible for all shipping charges for items returned due to error and/or unacceptable condition.

10.0 BEARINGS

10.1. Bearing Devices

Bridge bearings shall consist of a steel setting or slide plate placed on the abutment or grout pad. The bridge bearing plate which is welded to the bridge structure shall bear on this setting plate. One end of the bridge will be fixed by fully tightening the nuts on the anchor bolts at that end. The opposite end will have finger tight only nuts to allow movement under thermal expansion or contraction.

The bridge bearings shall sit in a recessed pocket on the concrete abutment. Minimum 28-day strength for the abutment concrete shall be 3,000 PSI. The bearing seat shall be a minimum of 16" wide. The step height (from bottom of bearing to top-of-deck) shall be a maximum of 14".

Bridges in excess of 100 feet in length or bridges with dead load reactions of 15,000 pounds or more (at each bearing location) shall have Teflon on Teflon or stainless steel on Teflon slide bearings placed between the bridge bearing plate and the setting plate. The top slide plate shall be large enough to cover the lower Teflon slide surface at both temperature extremes.

11.0 FOUNDATIONS

Unless specified otherwise, the bridge manufacturer shall determine the number, diameter, minimum grade and finish of all anchor bolts. The anchor bolts shall be designed to resist all horizontal and uplift forces to be transferred by the superstructure to the supporting foundations. Engineering design of the bridge supporting foundations (abutment, pier, bracket and/or footings), including design of anchor bolt embedments, shall be the responsibility of the foundation engineer. The contractor shall provide all materials for (including anchor bolts) and construction of the bridge supporting foundations. The contractor shall install the anchor bolts in accordance with the manufacturer's anchor bolt spacing dimensions.

Information as to bridge support reactions and anchor bolt locations will be furnished by the bridge manufacturer after receipt of order and after the bridge design is complete.

12.0 WARRANTY

The bridge manufacturer shall warrant their steel structure(s) to be free of design, material and workmanship defects for a period of ten years from the date of delivery. Naturally durable hardwood decking and hardwood attachments shall carry a ten-year warranty against rot, termite damage, or fungal decay. Other types of wood are exempted under this warranty.

This warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper maintenance, alteration or any other cause not the result of defective materials or workmanship. This warranty shall be void unless owner's records can be supplied which shall indicate compliance with the minimum guidelines specified in the inspection and maintenance procedures.

Repair or replacement shall be the exclusive remedy for defects under this warranty. The bridge manufacturer shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures.

13.0 APPROVAL CHECKLIST

The following checklist will be used in the evaluation of all submittals to assure compliance with the Special Specifications for Prefabricated Bridge. This checklist is considered the minimum acceptable requirements for compliance with these specifications. Any deviations from this checklist shall be considered grounds for rejection of the submittal. Any costs associated with delays caused by the rejection of the submittal, due to non-compliance with this checklist, shall be fully borne by the contractor and bridge supplier.

SUBMITTAL DRAWINGS

Data Required to be Shown:

- Bridge Elevation
- Bridge Cross Section
- All Member Sizes
- All Vertical Truss Members are Square or Rectangular Tubing
- Bridge Reactions
- AASHTO Stress Conformance Material Specs to be Followed
- Design Live Load
- Design Vehicle Load
- Design Wind Load
- Other Specified Design Loads
- Welding Process
- Blast Cleaning
- Paint System to be Used (If Applicable)
- Paint Color Chart (If Applicable)
- Detailed Bolted Splices (If Applicable)
- Bolted Splice Location (If Applicable)
- Signature and Seal of Professional Engineer, Licensed in Accordance with Section 3.0
- Weld Failure Checks (Ultimate)
- Local Buckling of the Main Face Checks
- Main Member Yielding Failure Checks
- Main Member Crippling Failure Checks
- Main Member Buckling Failure Checks
- Main Member Shear Failure Checks
- All Bolted Splice Checks (If Applicable)
- Main Truss Deflection Checks
- Decking Material Checks
- “U-Frame” Stiffness Checks (If Applicable)
- Interior and End Portal Design Checks (If Applicable)
- Determination of Top Chord K Factor Based on “U-Frame” Stiffness (If Applicable)
- Consideration of Individual Member Moments Due to Truss Deflection, Joint Fixity and Joint Eccentricity

- Data Input for 3-D Analysis of Bridge
- Joint Coordinates & Member Incidences
- Joint and Member Loads
- Member Properties
- Load Combinations
- AASHTO Member Stress Checks for Each Member Type
- Weld Testing Failure Mode Check For Each Member Type
- Chord Face Plastification Checks
- Punching Shear Checks
- Material Failure Check (Truss Webs)
- Weld Failure Checks (Effective Length)

FABRICATION SUBMITTALS

- ** Written Installation Instructions
- ** Written Splicing Instructions
- ** Written Maintenance & Inspection Instructions
- ** Welder Certifications
- ** Welding Procedures
- Material Certifications (If Applicable)
- Structural Steel (If Applicable)
- Decking (If Applicable)
- Structural Bolts (If Applicable)
- ** Quality Control Section of

DESIGN CALCULATIONS

Data Required to be Shown:

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

- AISC Certification Manual (If Applicable)
- ** Painter Certifications (If Applicable)

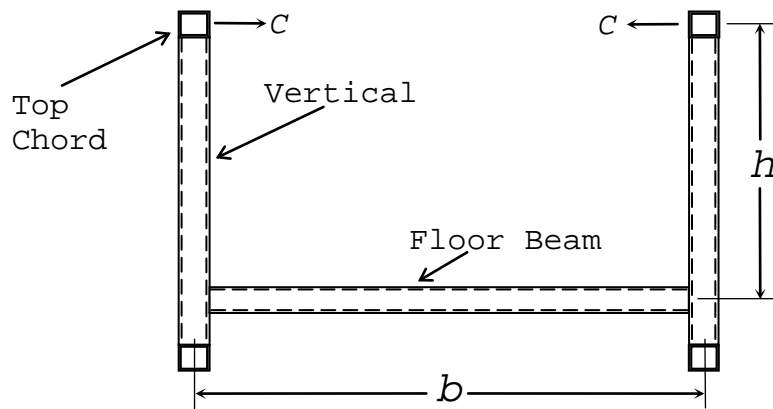
** NOTE: These items are required to be submitted along with Submittal Drawings and Design Calculations. Those Fabrication Submittal Items not marked are to be submitted prior to shipment of the bridge.

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

Appendix A

1/K FOR VARIOUS VALUES OF CL/P_c and n

1/K	n						
	4	6	8	10	12	14	16
1.000	3.686	3.616	3.660	3.714	3.754	3.785	3.809
0.980		3.284	2.944	2.806	2.787	2.771	2.774
0.960		3.000	2.665	2.542	2.456	2.454	2.479
0.950			2.595				
0.940		2.754		2.303	2.252	2.254	2.282
0.920		2.643		2.146	2.094	2.101	2.121
0.900	3.352	2.593	2.263	2.045	1.951	1.968	1.981
0.850		2.460	2.013	1.794	1.709	1.681	1.694
0.800	2.961	2.313	1.889	1.629	1.480	1.456	1.465
0.750		2.147	1.750	1.501	1.344	1.273	1.262
0.700	2.448	1.955	1.595	1.359	1.200	1.111	1.088
0.650		1.739	1.442	1.236	1.087	0.988	0.940
0.600	2.035	1.639	1.338	1.133	0.985	0.878	0.808
0.550		1.517	1.211	1.007	0.860	0.768	0.708
0.500	1.750	1.362	1.047	0.847	0.750	0.668	0.600
0.450		1.158	0.829	0.714	0.624	0.537	0.500
0.400	1.232	0.886	0.627	0.555	0.454	0.428	0.383



“ U - Frame ”

Where:
$$C = \frac{E}{h^2 [h/3I_v + b/2I_b]}$$

L = Length in inches of one truss panel

P_c = Buckling Load (= Top Chord Compression x F.S.)

n = Number of Panels

Reference: Galambos, T.V. (1988) “Guide to Stability Design Criteria for Metal Structures”, 4th Ed., PP 515-529. Copyright © 1988. Reprinted by permission of John Wiley and Sons, Inc.

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

CONTRACT TERM:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

The term of this Contract will be from May 21, 2015 to September 21, 2015.

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

Bidder shall guarantee the pricing through September 21, 2015.

ESCALATION AND DE-ESCALATION:

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

Base Price:

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

De-escalation:

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

Escalation:

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

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

the date of effect. Notification shall be prior to the distribution of, or commitment to distribute, any product(s) affected by such an adjustment.

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

WARRANTIES AND GUARANTIES:

Bidder agrees that any warranty or guarantee provided Carson City shall not be considered as the exclusive remedy of Carson City for any default in any respect by Bidder, but such warranty or guarantee shall be considered to be in addition to any right or remedy allowed by this **REQUEST FOR BID**, law, equity, or statute.

Bidder warrants that all deliverables and work product under this **REQUEST FOR BID** shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the **SPECIFICATIONS**; and shall be fit for ordinary use, of good quality, with no material defects. A copy of Bidder's warranty indicating the terms, conditions, and limitations shall be submitted and marked as **'EXHIBIT C'**. Warranty shall be specific as to whether or not this warranty is of a standard nature, or if it is being modified to meet or satisfy the requirements of this **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID RESPONSE**.

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

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

now and throughout the term of the bid / contract award.

DELIVERY SCHEDULE:

Bidder shall provide delivery **F.O.B. Carson City Public Works, 3505 Butti Way, Carson City, Nevada C/O Tom Gordon, Warehouse Supply Coordinator.**

Bidder shall delivery to Carson City not less than twice each working day Monday through Friday.

Delivery shall be within one (1) working day from date order is placed.

All prices shall be **F.O.B. Carson City**. No additional charges for freight, packaging, handling, insurance, etc., shall be allowed. Bidder shall be responsible for all shipping charges for items returned due to error and/or unacceptable condition.

At time of delivery, Bidder shall provide a delivery invoice. Within 48 hours of delivery, Bidder shall fax an invoice to Public Works at 775-887-2164 which Carson City will use for the purpose of paying Bidder. Bidder shall not mail a duplicate invoice unless specifically requested by Carson City.

DEFAULT OF CONTRACT:

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

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

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

DEFAULT OF CONTRACT:

Should Bidder fail to deliver the product(s) and/or perform the service(s) bid in accordance with this **REQUEST FOR BID**, Carson City may declare Bidder in default of contract and

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

recover all damages, costs and fees (including Attorney's fees) allowable by law.

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

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

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

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

These **TERMS & CONDITIONS** shall be considered as the minimum standard acceptable to Carson City. Any deviations, modifications, and/or alternates proposed to the **TERMS & CONDITIONS** 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 **TERMS & CONDITIONS**.

NOTICE OF RIGHTS:

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

Carson City shall not be liable for any costs incurred by Bidders prior to the bid / contract award by the Carson City Board of Supervisors.

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

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

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

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

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

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

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

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

SALES/USE TAX EXEMPT STATUS:

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

JOINDER OR MUTUAL USE OF CONTRACT:

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

QUESTIONS:

All questions must be directed, in writing via e-mail, to Kim Belt, Purchasing and Contracts Manager, kbelt@carson.org at least four (4) working days prior to the date set for **BID OPENING AND ACKNOWLEDGMENT** which is indicated on page one of this **REQUEST FOR BID**.

You must indicate that these questions pertain to **REQUEST FOR BID** #1415-092. You must indicate what line number(s) your question(s) references. You must provide a contact person, their title, their e-mail address, their telephone number, and their fax number.

Questions and answers will be posted on Carson City's website <http://www.carson.org/Index.aspx?page=998> at least two (2) working days prior to the date set for **BID OPENING AND ACKNOWLEDGMENT** which is indicated on page one of this **REQUEST FOR BID**.

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

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

REQUEST FOR BID ERRORS:

Bidders shall notify Kim Belt, Purchasing and Contracts Manager, in writing via e-mail, of any perceived conflicts, errors, or discrepancies in this **REQUEST FOR BID** as soon as possible so that corrective addenda may be furnished to all Bidders. Any addenda issued prior to the date and time set for the receipt of **SEALED BIDS** which is indicated on page one of this **REQUEST FOR BID** shall be made part of this **REQUEST FOR BID**. All addenda must be signed, placed in date and time order, submitted, and marked as "**EXHIBIT D**". Failure to do so may be justification for rejection of the **BID RESPONSE**.

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

TELEPHONE:

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

BID RESPONSE, CONTRACT, AND DISPOSITION:

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

PREPARATION OF BID RESPONSE:

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

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

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

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

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

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

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

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

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

Order of Documents:

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

1st - BID RESPONSE

2nd - "Exhibit A" - Technical Specifications and literature illustrating Bidder's proposed product(s).

3rd - "Exhibit B" - A letter from the manufacturer certifying that Bidder is an authorized representative of the manufacturer for the product(s) being proposed and that any warranty requirements provided for herein will be performed favorably in their behalf.

4th - "Exhibit C" - A copy of Bidder's warranty, indicating the terms, conditions, and limitations of said warranty.

5th - "Exhibit D" - All addenda must be signed and placed in date and time order.

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

6th - "Exhibit E" - **BID RESPONSE** additional space on company letterhead

7th - "Exhibit F"- Supplemental materials

8th - "Exhibit G" - **EXCEPTION SUMMARY** additional space on company letterhead

SEALED BIDS:

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

The **SEALED BID** shall consist of

one (1) original **BID RESPONSE** which includes all exhibits (clearly marked on the front outside cover as the original with the number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number); three (3) copies of the **BID RESPONSE** which includes all exhibits (clearly marked on the front outside cover as a copy with the number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number); and

one (1) CD which includes the **BID RESPONSE** and all exhibits (clearly marked with the number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number)

placed in a sealed envelope/package/box (clearly marked with number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number).

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

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

A **BID RESPONSE** received after the date and time set for receipt will be rejected and

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

disqualified from consideration.

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

MODIFICATION OF BIDS:

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

NO BID:

If Bidder chooses not to bid, but wishes to receive information regarding the outcome of this **REQUEST FOR BID**; Bidder must write **NO BID** across the face of the first page of the **BID RESPONSE**; complete the **BIDDER INFORMATION** in the **BID RESPONSE**; and fax that page to **CARSON CITY PURCHASING and CONTRACTS** at 775-887-2107.

WITHDRAWAL OF BIDS:

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

BID EVALUATION:

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

Carson City reserves the right to perform an investigation to determine the ability of Bidder to perform in accordance with the provisions of this **REQUEST FOR BID**. Carson City may contact any current users of a Bidder's product(s) and/or service(s); solicit information from any available source concerning any aspect of the bid; and seek and review any other

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

information it deems pertinent to the evaluation process.

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

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

The following categories will be evaluated in the selection process:

- **Quality of the product(s) or service(s)**
- **Delivery Schedule**
- **Warehouse/Store Location**

COLLUSION:

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

ADVANCE DISCLOSURES:

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

REJECTION OF BID:

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

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AWARD OF CONTRACT:

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

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

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

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

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

Should identical low, responsive and responsible bids be received from two (2) or more Bidders; Kim Belt, Purchasing and Contracts Manager, shall notify all parties involved in the tie and may, at her option, exercise one of the following tie breaking methods unless another alternative is apparent and prudent: (1) Tie Bid (two vendors): The Purchasing and Contracts Management Assistant, with a witness present, may flip a coin with heads representing Bidder whose tie bid was first received by Carson City. If the toss is heads, the recommendation will be to this Bidder; if tails, the recommendation will be made in

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favor of the second tied Bidder. (2) Tie Bid (two or more vendors): Should there be two or more low, responsive and responsible tie bids where representatives of Bidders wish to participate in the tie breaking process, the Purchasing and Contracts Management Assistant shall set a mutually agreed upon time where, in her office, she shall shuffle a new deck of playing cards and have each Bidder's representative cut the cards. The tie Bidder who cuts the highest card (with Ace high) shall be recommended for bid / contract award.

A Purchase Order or Contract mailed or otherwise furnished by Carson City Purchasing and Contracts to Bidder is a binding contract without further action by either party.

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

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

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

APPEAL BY UNSUCCESSFUL BIDDER:

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

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

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

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

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

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

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

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

TIMELINESS OF BILLING SUBMISSION:

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

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PAYMENT:

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

Discount period will be computed from the date Carson City acknowledges that the delivery and/or performance meets the requirements of this **REQUEST FOR BID** or from the date the correct, complete, and descriptive invoice is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date. Payment is deemed to be made on the date payment is mailed to Bidder.

PRICE REDUCTIONS:

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

LIQUIDATED DAMAGES:

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

NOTICE:

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

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

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Notice to Carson City shall be addressed to:

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager
201 North Carson Street Suite 3
Carson City, NV 89701
775-283-7137 / FAX 887-2107
kbelt@carson.org

CONTRACT TERMINATION:

Termination Without Cause:

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

Termination for Nonappropriation:

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

Cause Termination for Default or Breach:

A default or breach may be declared with or without termination. This bid / contract award may be terminated by either party upon thirty (30) calendar days written notice of default or breach to the other party as follows: (1) If Bidder fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this **REQUEST FOR BID** within the time requirements specified in this **REQUEST FOR BID** or within any granted extension of those time requirements; or (2) If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Bidder to provide the goods or services required by this **REQUEST FOR BID** is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or (3) If Bidder becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or (4) If Carson City materially breaches any material duty under this **REQUEST FOR BID** and any such breach impairs Bidder's ability to perform; or (5) If it

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is found by Carson City that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Bidder, or any agent or representative of Bidder, to any officer or employee of Carson City with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or (6) If it is found by Carson City that Bidder has failed to disclose any material conflict of interest relative to the performance of this **REQUEST FOR BID**.

Time to Correct:

Termination upon a declared default or breach may be exercised only after service of formal thirty (30) calendar days written notice, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

Winding Up Affairs Upon Termination:

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

REMEDIES:

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

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LIMITED LIABILITY:

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

FORCE MAJEURE:

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

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,

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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**.

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

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

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

INSURANCE REQUIREMENTS:

Unless expressly waived in writing by Carson City, Bidder, as an independent contractor

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and not an employee of Carson City, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. Carson City shall have no liability except as specifically provided in the **REQUEST FOR BID**. Bidder shall not commence work before: (1) Bidder has provided the required evidence of insurance to Carson City Purchasing and Contracts, and (2) Carson City has approved the insurance policies provided by Bidder.

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

Insurance Coverage:

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

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

General Requirements:

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

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

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

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

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY INSURANCE:

Minimum Limits required:

Two Million Dollars (\$2,000,000.00) - General Aggregate

Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate

One Million Dollars (\$1,000,000.00) - Each Occurrence

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

BUSINESS AUTOMOBILE LIABILITY INSURANCE:

Minimum Limit required:

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

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

PROFESSIONAL LIABILITY INSURANCE:

Minimum Limit required: One Million Dollars (\$1,000,000.00)

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Retroactive date: Prior to commencement of the performance of this Contract

Discovery period: Three (3) years after termination date of this Contract.

A certified copy of this policy may be required.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

BUSINESS LICENSE:

If required, Bidder shall not commence work before Bidder has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

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

COMPLIANCE WITH LEGAL OBLIGATIONS:

Bidder shall procure and maintain for the duration of this **REQUEST FOR BID** any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Bidder to provide the goods or services of this **REQUEST FOR BID**. Bidder will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Bidder in accordance with Nevada Revised Statutes 361.157 and 361.159. Bidder agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this **REQUEST FOR BID**. Carson City may set-off against consideration

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due any delinquent government obligation.

WAIVER OF BREACH:

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

SEVERABILITY:

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

ASSIGNMENT/DELEGATION:

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

CARSON CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

Bidder shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Bidder's obligations under this **REQUEST FOR BID** without the prior written consent of Carson City. Notwithstanding the foregoing, Carson City shall

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have no proprietary interest in any materials licensed for use by Carson City that are subject to patent, trademark or copyright protection.

PUBLIC RECORDS:

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

CONFIDENTIALITY:

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

FEDERAL FUNDING:

In the event federal funds are used for payment of all or part of this **REQUEST FOR BID**: (1) Bidder certifies, by signing this **REQUEST FOR BID**, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (2) This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. (3) This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds. (4) Bidder and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations. (5) Bidder and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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LOBBYING:

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

GENERAL WARRANTY:

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

PROPER AUTHORITY:

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

ARBITRATION:

Any controversy of claims arising out of or relating to this Contract, or the breach thereof, provided both parties agree, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

GOVERNING LAW; JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

jurisdiction. Bidder consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

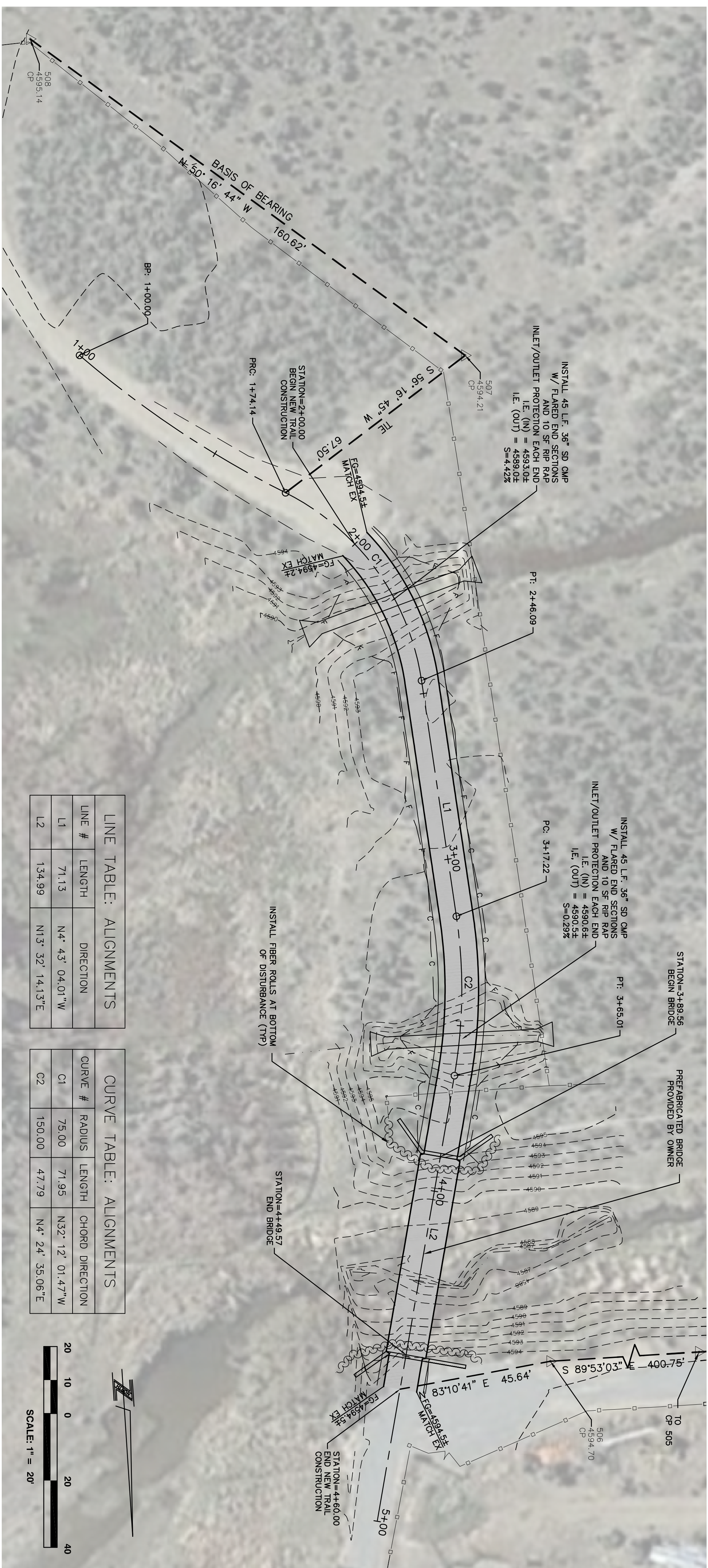
ENTIRE CONTRACT AND MODIFICATION:

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

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

Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors.

*** * * END OF TERMS & CONDITIONS * * ***



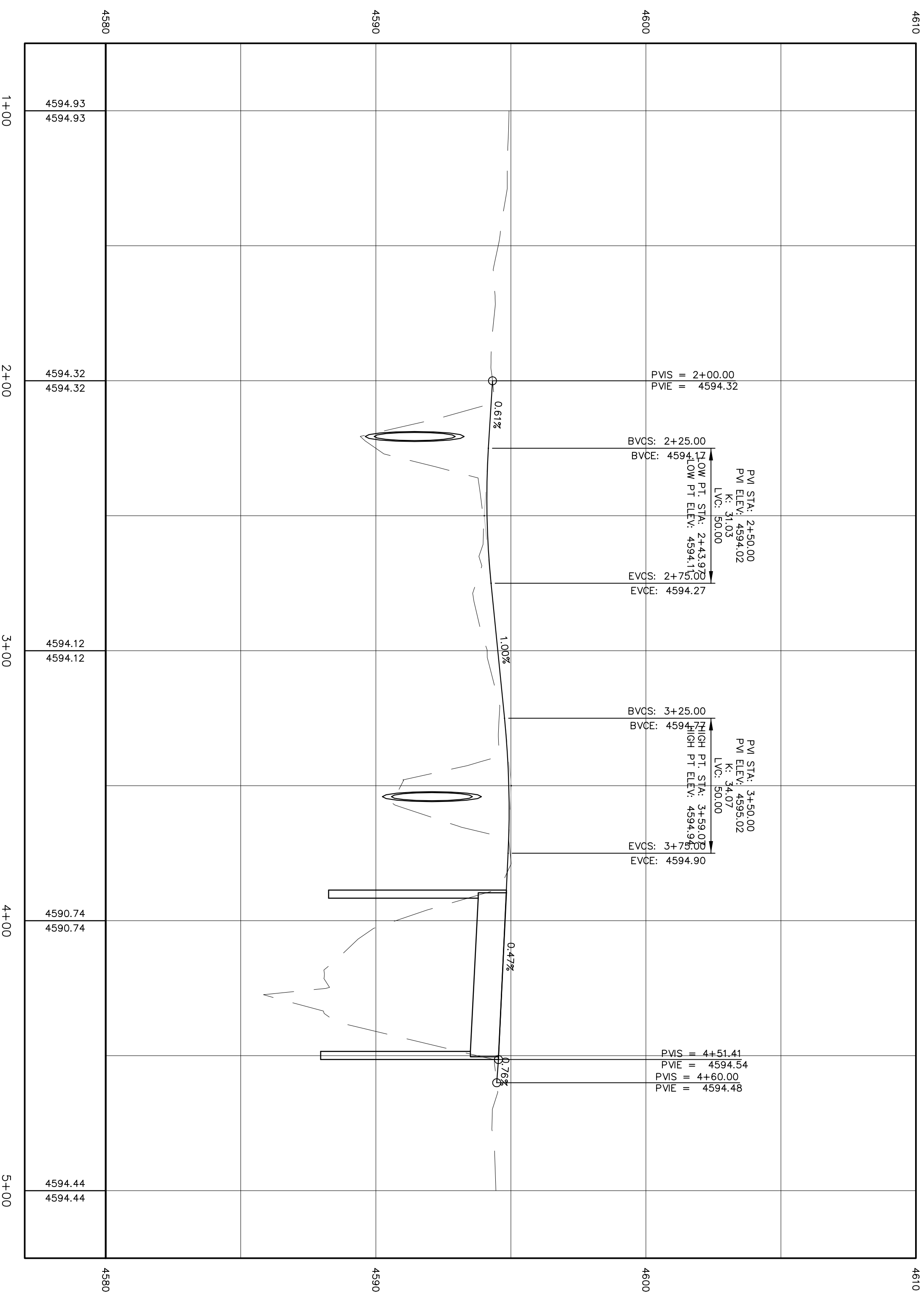
LINE TABLE: ALIGNMENTS

LINE #	LENGTH	DIRECTION
L1	71.13	N4° 43' 04.01" W
L2	134.99	N13° 32' 14.13" E

CURVE TABLE: ALIGNMENTS

CURVE #	RADIUS	LENGTH	CHORD DIRECTION
C1	75.00	71.95	N32° 12' 01.47" W
C2	150.00	47.79	N4° 24' 35.08" E

CL - STA:0+75 TO STA:5+25

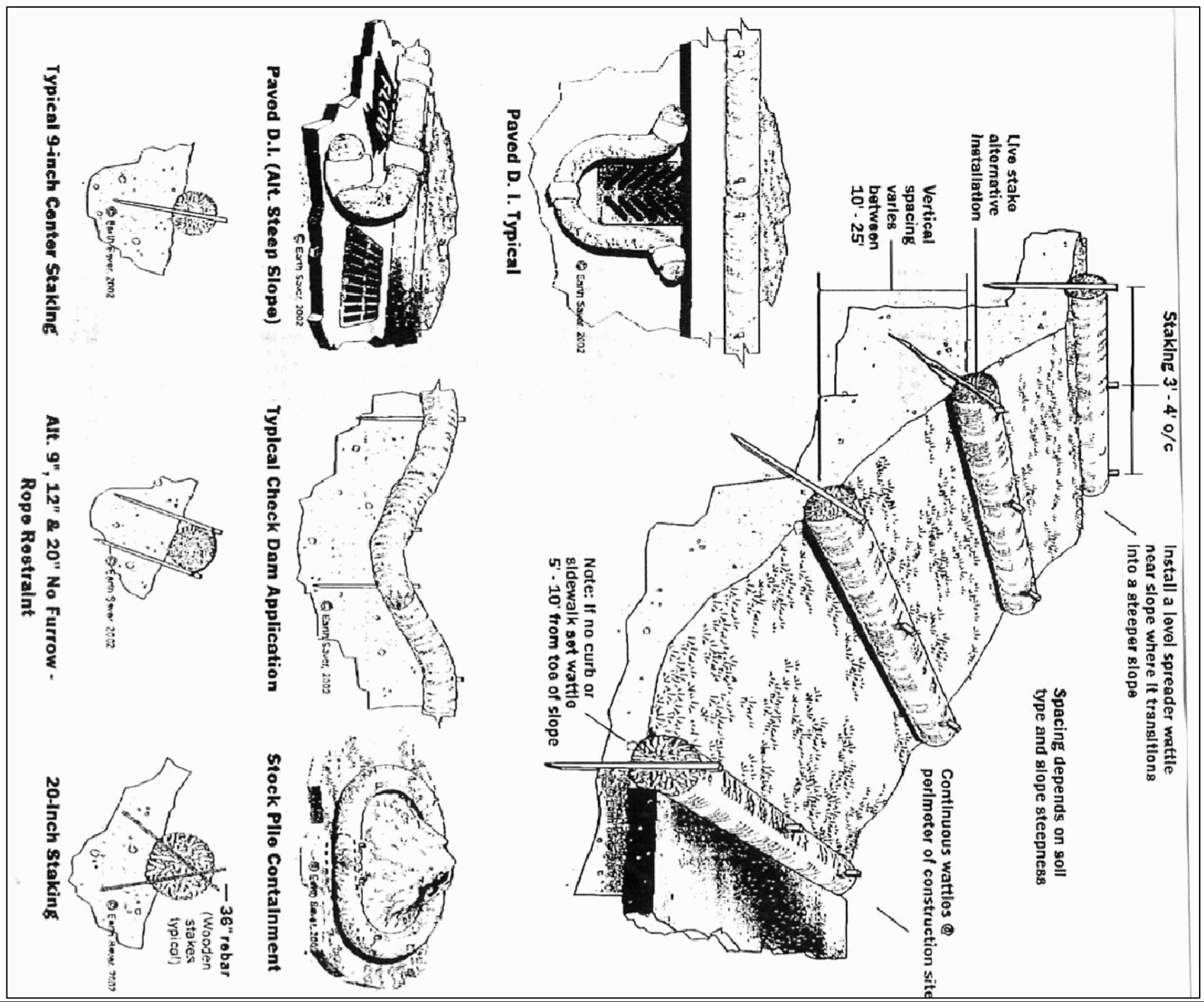
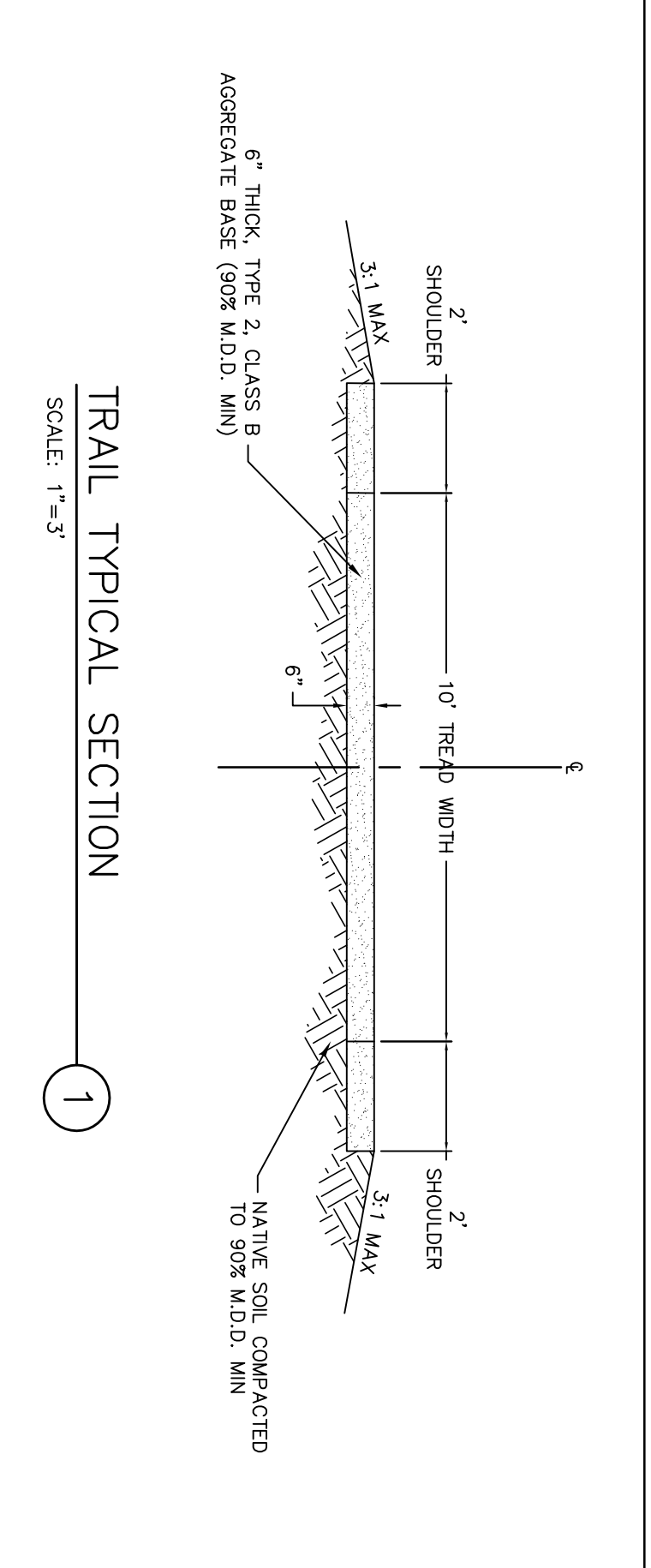


TEMPORARY CONTROL POINT DATA

POINT NO.	NORTHING	EASTING	ELEVATION	MONUMENT TYPE
505	14736831.261	2305789.27	4596.98	CONTROL POINT
506	14736830.451	2306190.01	4594.70	CONTROL POINT
507	14736529.141	2306196.03	4594.21	CONTROL POINT
508	14736426.499	2306319.57	4595.14	CONTROL POINT

GENERAL NOTES:

1. ALL CONSTRUCTION MATERIALS AND METHODS SHALL CONFORM TO THE REQUIREMENTS OF CARSON CITY DEVELOPMENT CODE, LATEST EDITION. IMPROVEMENT CONSTRUCTION SHALL COMPLY WITH THESE PLANS, CURRENT ORANGE BOOK STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, AND THE CURRENT USDA FOREST SERVICE SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES.
2. CONTRACTOR SHALL NOTIFY 48 HOURS PRIOR TO ANY EXCAVATION WORK, THE FOLLOWING UNDERGROUND UTILITY SERVICE: UNDERGROUND SERVICES ASSOCIATION (USA) 1-800-227-2600.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURVEY MONUMENTS AND OTHER SURVEY MARKERS DURING CONSTRUCTION.
4. THE CONTRACTOR AGREES TO ASSUME SOLE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY TO REMAIN ON THE PROJECT. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND NORMAL WORKING CONDITIONS IN ACCORDANCE WITH THE PROVISIONS OUTLINED BY THE PROJECT CONTROL AND THE STANDARD SPECIFICATIONS.
5. SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.
6. AT ALL TIMES DURING CONSTRUCTION ADEQUATE TEMPORARY EROSION CONTROL SHALL BE IN PLACE AS SHOWN ON THE PLANS.



DATE: SEPTEMBER 2014
 DRAWN BY: KLN
 CHECKED BY: MDB
 JOB NO.: 8005.000

C2.0

REV	DATE	DESCRIPTION	BY

CARSON CITY PARKS AND RECREATION
EAGLE CREEK BRIDGE
 PLAN AND PROFILE
 CARSON CITY NEVADA

LUMOS & ASSOCIATES
 800 E. COLLEGE PARKWAY
 SUITE 200, CARSON CITY, NV 89708
 TEL (775) 883-7077
 FAX (775) 883-7114
 WWW.LUMOSENGINEERING.COM

CIVIL ENGINEERING
 GEOTECHNICAL ENGINEERING
 PLANNING
 LANDSCAPE ARCHITECTURE
 CONSTRUCTION SERVICES
 MATERIALS TESTING

CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE

Bidder's initials & date _____

BIDDER INFORMATION:

Company Name: _____
Federal ID No.: _____
Mailing Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____
Complete Fax Number: _____

Contact Person/Title: _____
Mailing Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____
Complete Fax Number: _____
E-mail Address: _____

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.

If Bidder **has** a valid Carson City Business License, please provide number:

Bidder **does not have** a valid Carson City Business License. Bidder contacted a representative of the Carson City Development Services Department at 775-887-2105 and has been informed that **Bidder does need** a Carson City Business License for this **REQUEST FOR BID**. Bidder certifies that he will obtain a Carson City Business License if awarded this **REQUEST FOR BID**.

Signature _____ Date _____

Bidder **does not have** a valid Carson City Business License. Bidder certifies that he has spoken to _____ a representative of the Carson City Development Services Department at 775-887-2105 and has been informed that **Bidder does not need** a Carson City Business License for this **REQUEST FOR BID**.

Signature _____ Date _____

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date _____

DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

Owner 2) Name: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

Other 1) Title: _____
Name: _____

Other 2) Title: _____
Name: _____

Corporation:

State in which Company is incorporated: _____
Date Incorporated: _____
Name of Corporation: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

President's Name: _____

Vice-President's Name: _____

Other 1) Name: _____
Title: _____

Other 2) Name: _____
Title: _____

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date _____

If Bidder responds **NO** to any of the following questions, Bidder must use the **EXCEPTION SUMMARY** document to record any deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the title of document from the top of the page, the page number from the bottom of the page, the item 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 this **REQUEST FOR BID**.

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

Yes No

Bidder has provided "**Exhibit A**" - Technical Specifications and literature illustrating Bidder's proposed product(s).

Yes No

Bidder has provided "**Exhibit B**" - A letter from the manufacturer certifying that Bidder is an authorized representative of the manufacturer for the product(s) being proposed and that any warranty requirements provided for herein will be performed favorably in their behalf.

Yes No

Bidder agrees that all items will be ordered on an as-needed basis.

Yes No

Bidder agrees that no guarantee is given that any specific quantities will be ordered.

Yes No

Bidder agrees that all items bid shall meet the current "Carson City Standard Details for Public Works Construction" in addition to all other standard details listed.

Yes No

Bidder agrees that all items shall conform to the American Water Works Association standards and all applicable ANSI, ASTM, MSS SP 60 standards.

Yes No

Bidder has provided "**Exhibit C**" - A copy of Bidder's warranty, indicating the terms, conditions, and limitations of said warranty.

Yes No

Bidder agrees that the **CONTRACT TERM** shall be from May 21, 2015 through September 21, 2015.

Yes No

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

Yes No

Bidder guarantees the pricing through September 21, 2015.

Yes No

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date _____

Bidder agrees that product(s) supplied pursuant to the provisions of this **REQUEST FOR BID** shall be subject to escalation and/or de-escalation of prices.

Yes No

Bidder agrees to provide delivery not less than twice each working day Monday through Friday **F.O.B. Carson City Public Works, 3505 Butti Way, Carson City, Nevada C/O Tom Gordon, Warehouse Supply Coordinator** within one (1) working day from date order is placed.

Yes No

Bidder agrees that all prices shall be **F.O.B. Carson City**. No additional charges for freight, packaging, handling, insurance, etc., shall be allowed. Bidder shall be responsible for all shipping charges for items returned due to error and/or unacceptable condition.

Yes No

At time of delivery, Bidder agrees to provide a delivery invoice.

Yes No

Within 48 hours of delivery, Bidder agrees to fax an invoice to Public Works at 775-887-2164 which Carson City will use for the purpose of paying Bidder.

Yes No

Bidder agrees not mail a duplicate invoice unless specifically requested by Carson City.

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

Bidder has provided "**Exhibit D**" - All addenda must be signed and placed in date and time order.

Yes No

Bidder has provided "**Exhibit E**" - **BID RESPONSE** additional space on company letterhead.

Yes No

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date _____

Bidder has provided "**Exhibit F**"- Supplemental materials.

Yes No

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

Yes No

Bidder has read and agrees to abide by the **INSURANCE REQUIREMENTS** for Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation and Employer's Liability Insurance for this **REQUEST FOR BID**.

Yes No

Bidder has provided "**Exhibit G**" - **EXCEPTION SUMMARY** additional space on company letterhead.

Yes No

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

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

Yes No

Bidder has provided "**Exhibit D**" - All addenda must be signed and placed in date and time order.

Yes No Not Applicable

Bidder has provided "**Exhibit E**" - **BID RESPONSE** additional space on company letterhead.

Yes No Not Applicable

Bidder has provided "**Exhibit F**"- Supplemental materials.

Yes No Not Applicable

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date _____

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Yes No

Bidder has provided "**Exhibit G**" - **EXCEPTION SUMMARY** additional space on company letterhead.

Yes No Not Applicable

MASTERCARD ACCEPTANCE. Bidder agrees to accept MasterCard as a form of payment under this Contract at no additional cost to Carson City.

Yes No

CASH DISCOUNT of _____ % may be taken in addition to the price(s) stated for the terms of _____ calendar days. Prompt payment discounts will be considered in award recommendation only if discount period is fifteen (15) or more calendar days. Discount period will be computed from the date Carson City acknowledges that the delivery and/or performance meets the requirements of this **REQUEST FOR BID** or from the date the correct invoice is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date. Payment is deemed to be made on the date payment is mailed to Bidder.

Bidder agrees that if cash discount is provided that Bidder shall indicate the discount prices on each invoice.

Yes No

