

Although only one bid was received, Bejac's proposal for a Liebherr 776 meets all the criteria of the solicitation as well as the needs of the landfill. Most bulldozers require additional guarding (welded steel plates) to protect exposed hydraulic lines and other exposed appurtenances because the machines are built for earthwork and they needed to be retrofitted for landfill use at additional cost. However, the Liebherr is built with landfills in mind and requires no additional guarding to be installed. Liebherr also does a good job of controlling emissions without crowding the engine compartment, which will allow for easier debris cleaning and maintenance.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Capital Projects Fund Landfill Equipment Account / 2103939-506502

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Account #2103939-506502 will be reduced by a not to exceed amount of \$998,000; the available budget is \$1,150,000.

Alternatives

Do not approve the purchase and provide alternative direction to staff.

Attachments:

[21300173 Final RFB.pdf](#)

[21300173_Bejac Bid Response.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

CARSON CITY PURCHASING AND CONTRACTS

201 North Carson Street, Suite 2

Carson City, NV 89701

775-283-7362 / FAX 887-2286

<http://www.carson.org/bids>

NOTICE TO BIDDERS

REQUEST FOR BID #21300173

Bulldozer Landfill Package

ADVERTISED RFB 21300173 Bulldozer Landfill Package

RELEASE DATE: September 28, 2021

Carson City Purchasing and Contracts, on behalf of the Carson City the Landfill Department, is accepting bids for the purchase of one (1) new and unused Bulldozer with Landfill Package and shall be submitted in accordance with the Documents and Requirements as set forth in the formal "Request for Bid."

BIDS shall be submitted to Carson City Executive Office – Purchasing and Contracts Department, 201 N. Carson Street, Suite 2, Carson City, Nevada 89701, by no later than **2 p.m. on October 26, 2021**. Bids received after the date and time set for receipt will not be accepted.

ADDENDA: All addenda can be found through the link on Carson City's website. It is each proposer's responsibility to ensure that they have received all addenda prior to submission of their proposal.

BID OPENING AND ACKNOWLEDGMENT will be held online via webex meeting at **2:30 p.m. on October 26, 2021**, meeting information will be issued through an addendum. Bidders, their representatives, and all other interested persons may be present during the bid opening. A tabulation of the **BID RESPONSES** will be posted through the link on Carson City's website <http://www.carson.org/bids>.

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 email Carol Akers at CAkers@carson.org.

APPEAL BY UNSUCCESSFUL BIDDER must be submitted in writing to Carson City Purchasing and Contracts Administrator within five (5) working days after the City makes a recommendation to award the contract and must be in compliance with Nevada Revised Statute (NRS) 332.

AWARD will be made by the Carson City Board of Supervisors and is tentatively scheduled for Thursday, November 18, 2021, and their decision is final. The Carson City Board of Supervisors meeting will be held in the Robert "Bob" Crowell Board Room of the Carson City Community Center, 851 E. William Street, Carson City, NV 89701 beginning at 8:30 a.m.

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

1. GENERAL REQUIREMENTS :

Carson City Purchasing and Contracts, on behalf of the Landfill Department, is accepting bids for the purchase of one (1) new and unused Bulldozer with Landfill Package.

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

HEAVY EQUIPMENT BID SPECIFICATION

Bids should be for:

(1) Outright purchase costs.

- 1.1. All equipment supplied under these specifications shall be like new condition, in current production, and shall incorporate all modifications and/or product updates supplied and/or recommended by the equipment manufacturer.
- 1.2. The specified equipment shall comply with all State/Federal laws and regulations pertaining to vehicle manufacture, operation, safety, and performance.
- 1.3. All equipment catalogued as standard is to be furnished with the unit whether specifically listed in these specifications.
- 1.4. All equipment shall be supplied with enclosed cab, heat and air conditioning, back up alarms, and "in operation" lighting.

2. TECHNICAL SPECIFICATIONS – Bulldozer Landfill Package

These specifications describe the minimum requirements for a bulldozer landfill package. The machine specified will be placed into service for general municipal use.

- 2.1.1. Engine shall be US EPA tier 4 final/ EU stage IV
- 2.1.2. Engine shall have minimum horsepower of 400 and maximum horsepower of 500.
- 2.1.3. Engine shall have reverse cooling fan.
- 2.1.4. Engine shall have dry type dry type air cleaner, with pre-cleaner and dust ejector.
- 2.1.5. The machine shall be equipped with a reverse hydraulic cooling fan.
- 2.1.6. The machine shall be equipped with a single joystick for all blade functions.
- 2.1.7. The transmission shall have hydrostatic drive with independent drive for each track.
- 2.1.8. The operators cab shall be equipped with positive pressure ventilation with pre-cleaner.
- 2.1.9. The seat shall be premium with air suspension, heating and ventilated.
- 2.1.10. The machine shall be equipped with an AM/FM Bluetooth compatible radio.
- 2.1.11. The machine shall be equipped with a rear-view camera.
- 2.1.12. The cab shall be equipped with a 12-volt socket.
- 2.1.13. The cab shall be equipped with an adjustable armrest.

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

- 2.1.14. The cab shall be equipped with joystick controls for blade movement and ripper control.
- 2.1.15. The cab shall be equipped with a touchscreen monitor with display of current machine information, automatic monitoring of operating conditions.
- 2.1.16. The cab shall be equipped with internal and external rear view mirrors.
- 2.1.17. The machine shall have a minimum operating weight of 105,000 pounds and a maximum of 120,000 pounds.
- 2.1.18. The machine shall have a hinged radiator guard.
- 2.1.19. The backup alarm shall be acoustical and visual.
- 2.1.20. The machine shall be equipped with an amber safety beacon.
- 2.1.21. The front attachment shall be equipped with a semi "U" blade with trash rack.
- 2.1.22. The front attachment shall have tilt and pitch cylinders with protection.
- 2.1.23. The rear attachment shall have a 3-shank ripper configuration.
- 2.1.24. The undercarriage shall have a high track.
- 2.1.25. The undercarriage shall have a bogie type suspension.
- 2.1.26. The undercarriage shall have track pads with mud holes.
- 2.1.27. The undercarriage shall have 24" track shoes.
- 2.1.28. The machine shall be equipped with a fire suppression system.

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 reference is used to indicate the principal 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 Specifications and related literature, and product listing information on the product(s). This information will be used for evaluation purposes.

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**.

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

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

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**.

3. 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.

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

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

5. DELIVERY:

Bidder shall provide delivery **F.O.B. Carson City Landfill, 3600 Flint Rd., Carson City, Nevada C/O Allen Annett, Landfill Foreman.**

6. 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.

*** * * 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**.

1. **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 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**.

2. **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

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

MUNICIPALITY is exempt from sales/use tax.

3. 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.

4. QUESTIONS:

All questions must be directed, in writing via e-mail, to Carol Akers, Purchasing and Contracts Administrator, CAkers@carson.org, by **October 15, 2021 by 2 p.m.**

Questions and answers will be posted as an addendum through the link on Carson City's website <http://www.carson.org/bids>, by **October 19, 2021 by 5 p.m.**

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

5. REQUEST FOR BID ERRORS:

Bidders shall notify Carol Akers, Purchasing and Contracts Administrator, 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 can be found through the link on Carson City's website <http://www.carson.org/bids>. It is each Bidder's responsibility to ensure that they have received all addenda prior to submission of their sealed bid.

6. 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

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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.

7. PREPARATION OF BID RESPONSE:

BID RESPONSE pages 25-30 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**.

Bidder shall respond to the **PRICING SUMMARY** 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.

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

Documents to be submitted:

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** pages 25-30

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.

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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.

6th - "**Exhibit E**" - **BID RESPONSE** additional space on company letterhead, if needed.

7th - "**Exhibit F**"- Supplemental materials, if needed.

8th - "**Exhibit G**" - **EXCEPTION SUMMARY** additional space on company letterhead, if needed.

8. **WITHDRAWAL OF BIDS:**

Bids may be withdrawn without penalty any time prior to the date and time set for receipt of **SEALED BIDS** which is indicated on page one of this **REQUEST FOR BID**.

9. **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.

In comparing **BID RESPONSES**, comparison will not be confined to price only. The successful Bidder will be one whose product is judged as best serving the interests of Carson City when price, product, quality, and delivery are considered.

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 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**.

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The following categories will be evaluated in the selection process:

- Quality of the product(s) or service(s)
- Delivery Schedule

10. 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.

11. 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.

12. 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.

13. 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 332.066, 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.

Should identical low, responsive and responsible bids be received from two (2) or more Bidders; the Purchasing and Contracts Administrator, shall notify all parties involved in the

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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 Administrator, 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 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 Administrator 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.

14. 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 332.045 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

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were violated to the Purchasing and Contracts Administrator, within five (5) working days after the City makes a recommendation to award the contract.

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.

15. 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. Any 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

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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.

16. 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. Payment is deemed to be made on the date payment is mailed to Bidder.

17. 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**.

Notice to Carson City shall be addressed to:

Carson City-Executive Office
Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street Suite 2
Carson City, NV 89701
775-283-7362 / FAX 887-2286
CAkers@carson.org

18. CONTRACT TERMINATION:

18.1 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.

18.2 Termination for Nonappropriation:

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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.

18.3 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 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**.

18.4 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.

18.5 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

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

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**.

19. 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.

20. 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.

21. 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.

22. 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

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

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

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

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

23. 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

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

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.

24. INSURANCE REQUIREMENTS:

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

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

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 2, Carson City, NV 89701 as a certificate holder.

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 \geq A-VII@ or better.

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

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 2, 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.

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:

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

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.

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.

25. 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**.

26. 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 due any delinquent

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

government obligation.

27. 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.

28. 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.

29. 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.

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

Carson City shall be permitted to retain copies, including reproducible copies, of Bidder's

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

drawings, specifications, and other documents for information and reference in connection with this **REQUEST FOR BID**.

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

31. 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.

32. 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**.

33. 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.

34. 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.

35. PROPER AUTHORITY:

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

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.

36. 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.

37. 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 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.

38. 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 * * ***

CARSON CITY PURCHASING AND CONTRACTS BID RESPONSE

Bidder's initials & date _____

1. BIDDER INFORMATION:

Company Name: _____

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: _____

2. 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: _____

CARSON CITY PURCHASING AND CONTRACTS BID RESPONSE

Bidder's initials & date _____

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 _____

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

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.

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 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

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date _____

4. PRICING SUMMARY

Price must be valid for sixty (60) calendar days after the opening.

Total Price \$ _____

Estimated Delivery Schedule _____

CARSON CITY PURCHASING AND CONTRACTS BID RESPONSE

Bidder's initials & date MD 10/21/2021

1. BIDDER INFORMATION:

Company Name: Bejac Corporation

Mailing Address: 569 South Van Buren St.

City, State, Zip Code: Placentia Ca 92870

Complete Telephone Number: 916-790-0003

Complete Fax Number: 714-528-6224

Contact Person/Title: Mark Davis- Waste and Recycling Manager

Mailing Address: 6934 Florin Perkins Rd.

City, State, Zip Code: Sacramento Ca 95828

Complete Telephone Number: 916-790-0003

Complete Fax Number: 714-528-6224

E-mail Address: mdavis@bejac.com

2. 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: _____

CARSON CITY PURCHASING AND CONTRACTS BID RESPONSE

Bidder's initials & date MD 10/21/2021

Corporation:

State in which Company is incorporated: California

Date Incorporated: 12/16/1976

Name of Corporation: Bejac Corporation

Address: 569 South Van Buren St.

City, State, Zip Code: Placentia Ca 92870

Complete Telephone Number: 714-528-6224

President's Name: Ron barlet

Vice-President's Name: Kim Smith-Grime

Other 1) Name: Peggy Barlet

Title: Secretary-Treasurer

Other 2) Name: _____

Title: _____

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date MD 10/21/2021

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

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.

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 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

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date MD 10/21/2021

4. PRICING SUMMARY

Price must be valid for sixty (60) calendar days after the opening.

Total Price \$ 998,000.00

Estimated Delivery Schedule April 2022



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

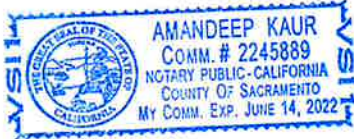
State of California

County of Sacramento

Subscribed and sworn to (or affirmed) before me on this 21 day of October, 2021, by
Date Month Year

(1) Mark Davis

(and (2) _____),
Name(s) of Signer(s)



Place Notary Seal and/or Stamp Above

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Akaur
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Carson City Purchasing and Contracts BID Response

Document Date: 10-21-2021 Number of Pages: 30

Signer(s) Other Than Named Above: NONE



Crawler Tractors

PR 766

Litronic®

Generation

8

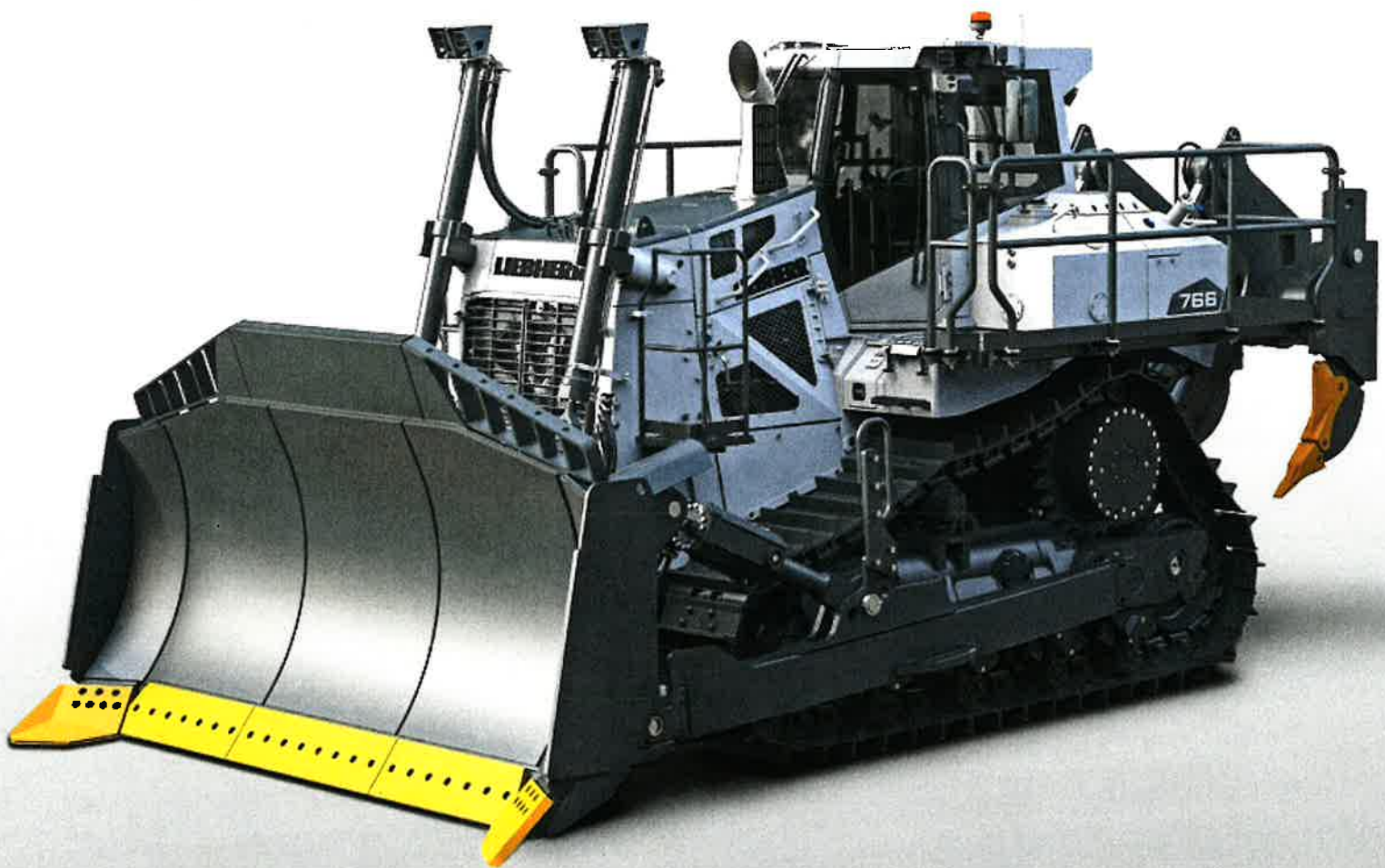
Operating Weight

53,460 – 54,333 kg

Engine Output

310 kW / 422 HP

Stage V / Tier 4f



Technical Data



Engine

Liebherr Diesel engine	D 9508 A7 Emission regulations according to 97/68/EC, 2004/26/EC Stage V, EPA/CARB Tier 4f
Rated power (net)	
ISO 9249	310 kW / 422 HP
SAE J1349	310 kW / 416 HP
Maximum power (net)	
ISO 9249	360 kW / 490 HP
SAE J1349	360 kW / 483 HP
Rated speed	1,600 rpm
Displacement	16.2 l / 988 in ³
Design	8 cylinder V-engine, water-cooled, turbocharged, air-to-air intercooler
Injection system	Direct fuel injection, Common Rail, electronic control
Lubrication	Pressurised lube system, engine lubrication guaranteed for inclinations up to 35° (lateral slope) and up to 45° (longitudinal slope)
Operating voltage	24 V
Alternator	140 A
Starter	7.8 kW / 11 HP
Batteries	4 x 95 Ah / 12 V
Air cleaner	Dry-type air cleaner with pre-cleaner, main and safety elements, control light in the operator's cab
Cooling system	Combi radiator, comprising radiators for water and charge air. Hydrostatic fan drive



Hydraulics

Hydraulic system	Load sensing (demand-controlled)
Pump type	Swash plate piston pump
Pump flow max.	352 l/min. / 92.9 gpm
Pressure limitation	280 bar / 4,061 psi
Control valve	2 segments, expandable to 4
Filter system	Return filter with magnetic rod in the hydraulic tank
Control	Single joystick for all blade functions



Travel Drive, Control

Transmission system	Infinitely variable hydrostatic travel drive, independent drive for each track
Travel speed*	Continuously variable
Speed range 1 (reverse):	0 – 4.0 km/h / 2.5 mph (4.5 km/h / 2.8 mph)
Speed range 2 (reverse):	0 – 6.0 km/h / 3.7 mph (8.0 km/h / 4.9 mph)
Speed range 3 (reverse):	0 – 10.5 km/h / 6.8 mph (10.5 km/h / 6.8 mph)
	*Travel speed ranges can be set on the travel joystick (memory function)
Electronic control	The electronic system automatically adjusts travel speed and drawbar pull to match changing load conditions
Steering	Hydrostatic
Service brake	Hydrostatic (self-locking), wear-free
Parking brake	Multi-disk brake, wear-free, automatically applied with neutral joystick position
Cooling system	Hydraulic oil cooler integrated in combi radiator, hydrostatic fan drive
Filter system	Micro cartridge filters in replenishing circuit
Final drive	Combination spur gear with planetary gear, double-sealed (duo cone seals), temperature controlled
Control	Proportional single joystick for all travel and steering functions. Optional: detented Joystick



Operator's Cab

Cab	Resiliently mounted cab with positive pressure ventilation, can be tilted with hand pump 40° to the rear. With integrated ROPS Rollover Protective Structure (EN ISO 3471) and FOPS Falling Objects Protective Structure (EN ISO 3449)
Operator's seat	Air-suspended comfort seat, fully adjustable
Monitoring	Touch screen: display of current machine information, automatic monitoring of operating conditions. Individual setting of machine parameters
Vibration emission	
Hand/arm vibrations	<2.5 m/s ² , according with ISO 5349-1:2001
Whole-body vibrations	0.24 – 1.31 m/s ² , complies with technical report ISO/TR 25398:2006
Measuring inaccuracy	According with standard EN 12096:1997



Undercarriage

Design	Undercarriage with bogie suspension
Mounting	Via separate pivot shafts and equalizer bar
Track chains	Lubricated, single-grouser shoes, tensioning via a steel spring and grease tensioner
Links, each side	43
Track rollers, each side	8
Carrier rollers, each side	1
Sprocket segments, each side	5
Track shoes, standard	610 mm/24"
Track shoes, optional	710 mm/28" 762 mm/30"
Track shoe type	SESS (Super Extrem Service Shoes)



Sound Levels

Operator sound exposure ISO 6396	
L_{pA} (in the cab)	79 dB(A)
Exterior sound pressure 2000/14/EC	
L_{WA} (to the environment)	114 dB(A)



Refill Capacities

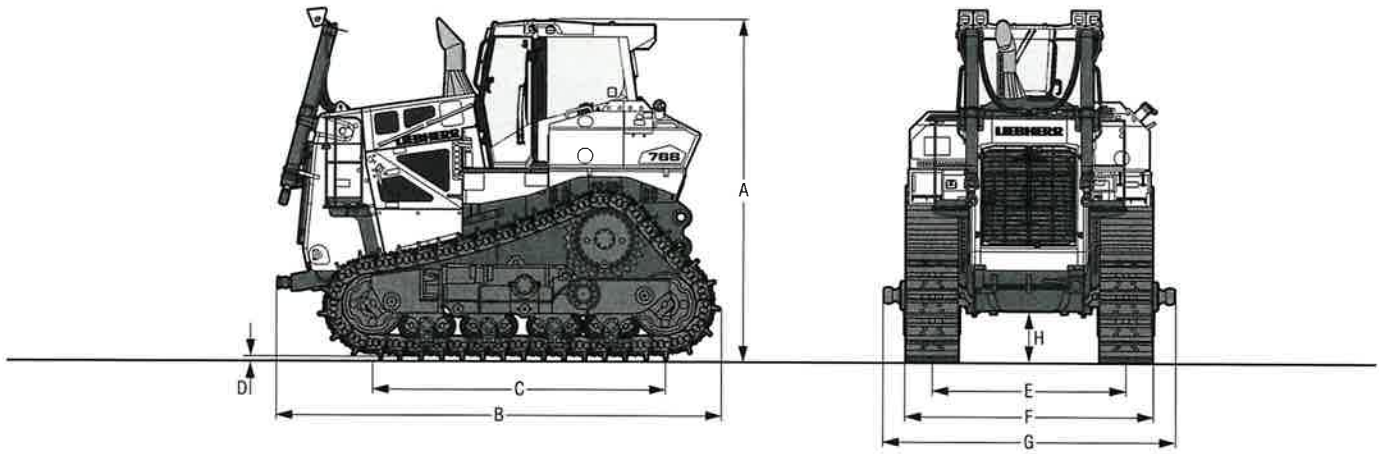
Fuel tank	800 l / 253.8 gal
Diesel Exhaust Fluid (DEF) tank	96 l / 30.38 gal
Cooling system	98 l / 34.6 gal
Engine oil, with filter	65 l / 20.7 gal
Hydraulic tank	270 l / 85.6 gal
Final drive, each side	36 l / 11.4 gal



Drawbar Pull

Max.	694 kN / 156,017 lbf
at 1.5 km/h / 0.9 mph	612 kN / 137,583 lbf
at 3.0 km/h / 1.9 mph	318 kN / 71,489 lbf
at 6.0 km/h / 3.7 mph	157 kN / 35,295 lbf
at 9.0 km/h / 5.6 mph	106 kN / 23,829 lbf

Dimensions

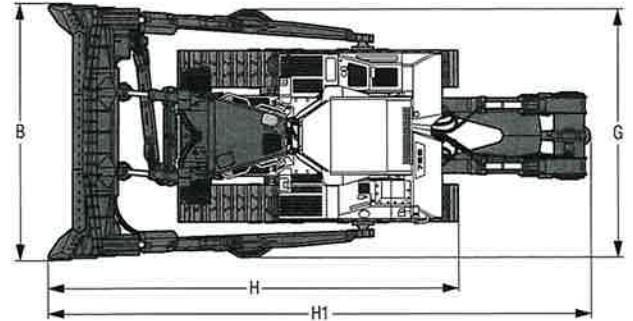
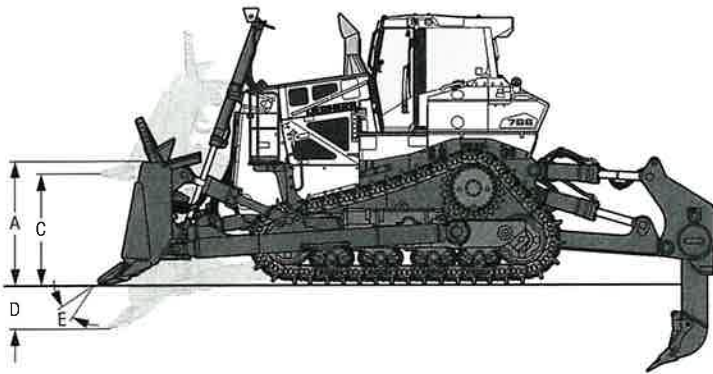


Dimensions

A	Height over cab	mm	3,990
		ft in	13'1"
B	Overall length without attachments	mm	5,215
		ft in	17'1"
C	Length of track on ground	mm	3,448
		ft in	11'3"
D	Height of grousers	mm	84
		ft in	0'3"
H	Ground clearance	mm	604
		ft in	2'
E	Track gauge	mm	2,270
		ft in	7'45"
G	Width over trunnions	mm	3,395
		ft in	11'14"
F	Track shoes 610 mm / 24"		
	Width over tracks	mm / ft in	2,880 / 9'45"
	Tractor shipping weight ¹⁾	kg / lb	40,271 / 88,782
F	Track shoes 710 mm / 28"		
	Width over tracks	mm / ft in	2,980 / 9'78"
	Tractor shipping weight ¹⁾	kg / lb	40,790 / 89,926
F	Track shoes 762 mm / 30"		
	Width over tracks	mm / ft in	3,032 / 9'95"
	Tractor shipping weight ¹⁾	kg / lb	41,078 / 90,561

¹⁾ Including coolant and lubricants, 20% fuel, ROPS/FOPS cab.

Front Attachments

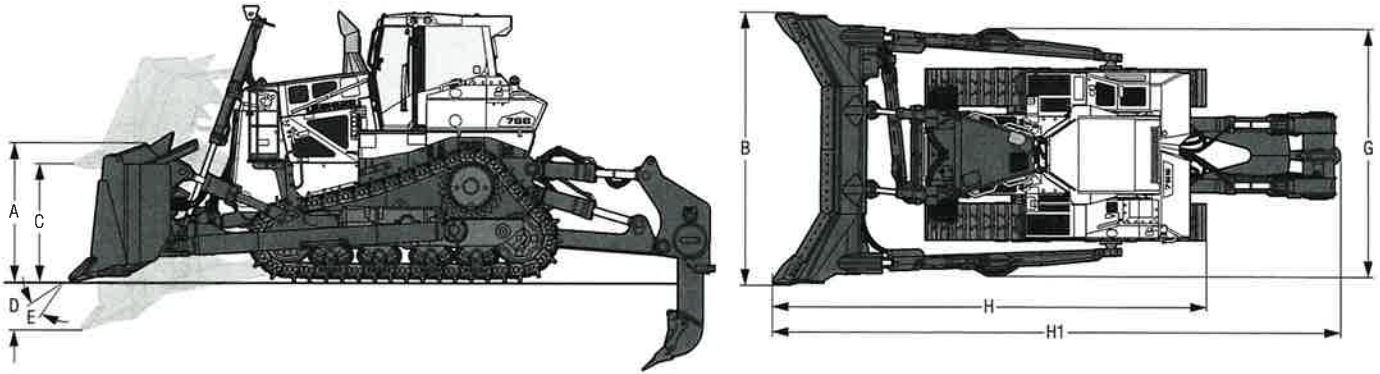


Semi-U-Blade

Blade capacity, ISO 9246	m³	13,6
	yd³	17,8
A Height of blade	mm	1,949
	ft in	6'4"
B Width of blade	mm	4,324
	ft in	14'2"
C Lifting height	mm	1,473
	ft in	4'8"
D Digging depth	mm	628
	ft in	2'
E Blade pitch adjustment		10°
Max. blade tilt	mm	1,150
	ft in	3'8"
G Width over push frame	mm	4,165
	ft in	13'7"
H Overall length, blade straight	mm	6,916
	ft in	22'7"
H1 Overall length, with rear ripper in max. extended position	mm	8,734
	ft in	28'7"
Track shoes 610 mm / 24"		
Operating weight ¹⁾	kg / lb	53,460 / 117,859
Ground pressure ¹⁾	kg/cm² / psi	1.27 / 18,1
Track shoes 710 mm / 28"		
Operating weight ¹⁾	kg / lb	53,979 / 119,003
Ground pressure ¹⁾	kg/cm² / psi	1.10 / 15,7
Track shoes 762 mm / 30"		
Operating weight ¹⁾	kg / lb	54,267 / 119,638
Ground pressure ¹⁾	kg/cm² / psi	1.03 / 14,65

¹⁾ Including coolant and lubricants, 100% fuel, ROPS/FOPS cab, operator, Semi-U-blade.
Specified values refer to machine excluding grouser height.

Front Attachments



U-Blade

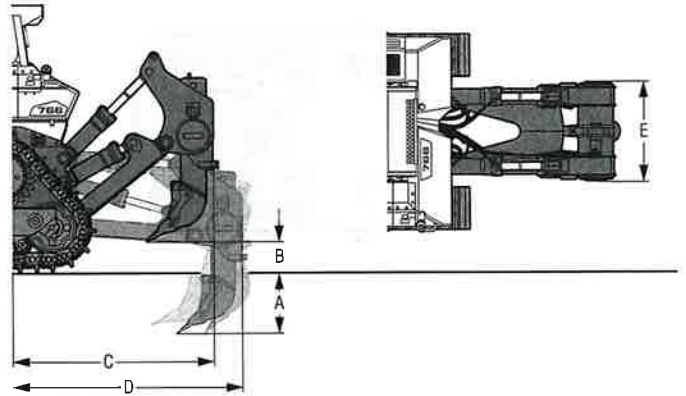
	Blade capacity, ISO 9246	m³	17.0
		yd³	22.2
A	Height of blade	mm	1,950
		ft in	6'4"
B	Width of blade	mm	4,590
		ft in	15'1"
C	Lifting height	mm	1,473
		ft in	4'8"
D	Digging depth	mm	628
		ft in	2'1"
E	Blade pitch adjustment		11°
	Max. blade tilt	mm	1,221
		ft in	4'
G	Width over push frame	mm	4,165
		ft in	13'7"
H	Overall length, blade straight	mm	7,301
		ft in	23'9"
H1	Overall length, with rear ripper in max. extended position	mm	9,119
		ft in	29'9"
	Track shoes 610 mm / 24"		
	Operating weight ¹⁾	kg / lb	53,814 / 118,639
	Ground pressure ¹⁾	kg/cm² / psi	1.28 / 18.2
	Track shoes 710 mm / 28"		
	Operating weight ¹⁾	kg / lb	54,333 / 119,783
	Ground pressure ¹⁾	kg/cm² / psi	1.11 / 15.8
	Track shoes 762 mm / 30"		
	Operating weight ¹⁾	kg / lb	54,621 / 120,418
	Ground pressure ¹⁾	kg/cm² / psi	1.04 / 14.78

¹⁾ Including coolant and lubricants, 100% fuel, ROPS/FOPS cab, operator, U-blade.
Specified values refer to machine excluding grouser height.

Rear Attachments

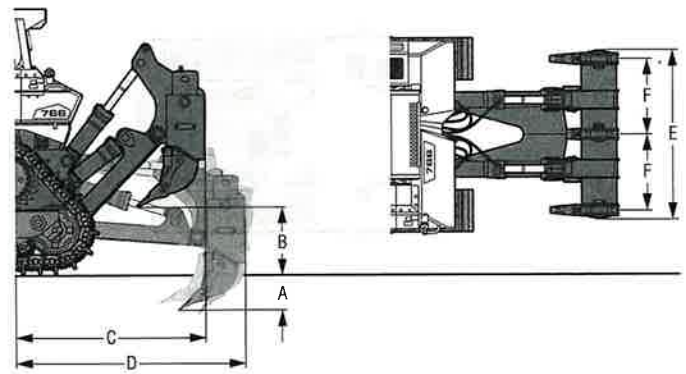
1-Shank Ripper

Parallelogram		hydraulic pitch adjustment	
A Ripping depth (max. / min.)	mm	1,375/635	
	ft in	4'5"/2'1"	
B Lifting height (max. / min.)	mm	922/182	
	ft in	3'0"/6"	
C Additional length, attachment raised	mm	1,550	
	ft in	5'1"	
D Additional length, attachment lowered	mm	2,249	
	ft in	7'4"	
E Overall beam width	mm	1,450	
	ft in	4'8"	
F Distance between shanks	mm	-	
	ft in	-	
Max. pitch adjustment		31°	
Maximum penetration force	kN	173	
	lbf	38,891	
Max. pryout force	kN	292	
	lbf	65,644	
Weight	kg	4,823	
	lb	10,632	



3-Shank Ripper

Parallelogram		hydraulic pitch adjustment	
A Ripping depth (max. / min.)	mm	975/635	
	ft in	3'2"/2'1"	
B Lifting height (max. / min.)	mm	923/583	
	ft in	3'1'19"	
C Additional length, attachment raised	mm	1,581	
	ft in	5'2"	
D Additional length, attachment lowered	mm	2,180	
	ft in	7'2"	
E Overall beam width	mm	2,494	
	ft in	8'2"	
F Distance between shanks	mm	1,130	
	ft in	3'7"	
Max. pitch adjustment		31°	
Maximum penetration force	kN	186	
	lbf	41,814	
Max. pryout force	kN	292	
	lbf	65,644	
Weight	kg	6,514	
	lb	14,361	



Equipment



Base Machine

Additional hour meter, external	+
Air pre-cleaner Top Air	+
Auto Idle	+
Automatic engine shut-off	+
Battery compartment, lockable	•
Catwalk with hand rail	+
Coal equipment	+
Cold environment equipment	+
Diesel Exhaust Fluid (DEF) tank, lockable	+
Dry type air filter dual step, with pre-filter and automatic dust ejector	•
Engine compartment doors, lockable	•
Fan hinged, front	+
Fan rigid, rear	•
Fan, hydraulically driven	•
Fan, reversible	+
Fire protection wall	+
Fuel pre-filter, with electric heater and water separator	•
Grade control ready kit	1)
Hydraulic oil level control	+
Landfill equipment	+
LIDAT – Data transmission system	•
Liebherr diesel engine emission stage V/Tier 4f	•
Liebherr hydraulic oil, biologically degradable	+
Lugs for crane lifting, front	1)
Lugs for crane lifting, rear	1)
Machine painting Liebherr yellow	•
Quick refuelling	+
Radiator guard, hinged	•
Radiator, heavy duty	•
Radiator, wide-meshed	•
Refuelling pump, electric	+
Special paint scheme	+
Tool equipment basic scope	•
Tool equipment extended scope	+
Towing hitch rear	•
Towing lug front + rear	•
Woodchip equipment	+



Hydraulic System

Blade float function	•
Blade quick drop function	•
Control block for 2 circuits	•
Hydraulic kit for ripper	+
Hydraulic kit for winch	+
Oil filter in hydraulic tank	•
Variable flow pump, load-sensing	•



Travel Drive

Final drives planetary gear	•
Inch brake pedal	•
Load limit control, electronic	•
Parking brake, automatic	•
Travel control, 3 speed ranges	•
Travel drive joystick, detented	+
Travel drive joystick, proportional	•
Travel drive, hydrostatic	•



Operator's Cab

Air-conditioner	•
Armrests 3D adjustable	•
Cab heating	•
Coat hook	•
Dome light	•
Fire extinguisher in the cab	+
Footrest on the right side of the front console	•
Joysticks, longitudinally adjustable	•
Operator's seat Comfort, air-suspended and heated	•
Operator's seat Premium, air-suspended, heated and ventilated	+
Polycarbonate rear-screen	1)
Pressurised cab	•
Radio	+
Radio preparation kit	+
Rear-view camera	•
Rear-view mirror, inside	•
Rear-view mirrors, external	+
ROPS/FOPS Integrated	•
Safety glass tinted	•
Seat contact switch	•
Sliding window left	+
Sliding window rear	+
Sliding window right	+
Socket 12 V	+
Stowage compartment, air-conditioned	•
Sunblind all around	•
Touch-controlled colour display	•
Windshield washer system	•
Windshield wipers front, rear, doors, with intermittent function	•

• = Standard

+ = Option

1) on demand at your dealer



Electrical System

4 cold start batteries	•
Access lighting	•
Amber beacon	+
Back-up alarm, acoustic and visual	+
Back-up alarm, acoustic	•
Battery main switch, lockable	•
Emergency stop, in the cab	+
Emergency stop, on ripper	+
Horn	•
Immobiliser, electronic	+
LED working lights	•
LED working lights "High Density" (4.200 lm)	+
Light engine compartment	•
On-board voltage 24 V	•
One additional LED working light on the ripper	+
Two additional LED working lights on the rear of the cab	+



Undercarriage

Additional carrier roller	+
Heavy duty track shoes	•
Oil lubricated idlers and rollers	•
Rollers and idlers, lifetime lubricated	•
Sprocket segments with recesses	+
Sprocket segments, bolted	•
Track guide	•
Track pads with mud holes	+
Tracks, oil-lubricated	•
Two-piece master link	•
Undercarriage with oscillating idlers and rollers (bogie suspension)	•



Attachments Front

Coal-U-blade	+
Hydraulic pitch adjustment	+
Protection for blade pitch cylinder	+
Protection for blade tilt cylinder	+
Rock guard with overflow panel on Semi-U-blade	+
Rock guard with overflow panel on U-blade	+
Semi-U-blade	+
Trash rack on Semi-U and U-blade	+
U-blade	+
Wear plates on push frame	+
Wear plates on Semi-U-blade	+
Wear plates on U-blade	+
Woodchip-U-Blade	1)



Attachments Rear

Counterweight, rear (5,000 kg / 11,023 lb)	+
Drawbar rear, rigid	+
Mounting plate for external equipment	1)
Ripper, 1 shank with hydraulic pin puller	+
Ripper, 3 shanks	+
Winch	1)

• = Standard

+ = Option

1) on demand at your dealer

Standard equipment may vary. Please consult your Liebherr dealer for details.

The Liebherr Group of Companies



Diverse Product Range

The Liebherr Group is one of the largest construction equipment manufacturers in the world. Liebherr's quality products and services hold a high reputation in many industries. The wide range includes domestic appliances, aerospace and transportation systems, machine tools and maritime cranes.

Exceptional Customer Benefit

Every product line provides a complete range of models in many different versions. With both their technical excellence and superior quality, Liebherr products offer customers the highest benefits in practical applications.

State-of-the-art Technology

Liebherr attributes great importance to the product areas of core technology and components, in order to achieve its consistent, top-quality products. Important modules and components are developed and manufactured in-house, for instance, the entire drive and control technology for the construction equipment and mining trucks.

Worldwide and Family-Owned

Hans Liebherr founded the Liebherr family company in 1949. Since that time, the enterprise has steadily grown to a group of more than 130 companies with more than 48,000 employees located on all continents. The corporate headquarters of the Group is Liebherr-International AG in Bulle, Switzerland. The Liebherr family is the sole owner of the company.

www.liebherr.us

WARNING

This product can expose you to chemicals including lead and lead compounds, which are known to the State of California to cause cancer and birth defects or other reproductive harm.
For more information go to www.P65warnings.ca.gov.

WARNING

Breathing diesel engine exhaust exposes you to chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

- ▶ Always start and operate the engine in a well-ventilated area.
- ▶ If in an enclosed area, vent the exhaust to the outside.
- ▶ Do not modify or tamper with exhaust system.
- ▶ Do not idle the engine except as necessary.

For more information go to www.P65warnings.ca.gov/diesel.

LIEBHERR

Liebherr USA, Co

Construction Equipment Division

4800 Chestnut Avenue
Newport News, VA, 23607, USA
Phone: + 1 (757) 240 4250

Date: October 12, 2021

Ref.: Carson City Landfill – Liebherr PR 766 Waste Dozer

Bejac Corporation is Liebherr USA's full-line dealer for our construction equipment products for the states of California, Arizona and Nevada. Bejac is responsible for sales and service (including all warranty repairs) for each of these states for the Liebherr PR 766 Crawler Dozer that has been bid for the Carson City Landfill.

Liebherr USA, Co.



Allen Petry
General Manager – Dealer Sales and National Accounts

LIEBHERR

CONSTRUCTION EQUIPMENT COMPANY

STANDARD WARRANTY CERTIFICATE

MODEL PR 766 PIN (Product Identification No.) _____

Liebherr and the selling Dealer warrant the Liebherr product to be free from defects in material and workmanship under normal use and service for a period of one (1) year following delivery to the original purchaser-user, or 2000 hours of total operation by all persons, whichever event occurs first.

Replacement parts installed under warranty are warranted through the remainder of the warranty period applicable to the Product in which such parts are installed as if such replacement parts were original components of that product.

Liebherr's and the selling Dealer's sole obligation and the exclusive remedy under this warranty shall be the repair or replacement, at Liebherr's option, of any warranted part acknowledged by Liebherr to be defective when returned to the selling Dealer, transportation charges prepaid, within the warranty period. Repairs to, or replacement of, warranted parts found by Liebherr to be defective shall be made by an authorized Liebherr Dealer.

Liebherr shall be responsible for all reasonable and customary labor as established by Liebherr, during normal working hours, needed to correct the defective part. Liebherr shall not be responsible for any of the following:

- Diagnostic time, overtime, and waiting time
- Excess labor time expended due to inexperience or unusual working conditions
- Expenditures incidental to travel
- Costs incurred due to lack of qualification of repairmen and/or lack of appropriate tools and equipment
- Other expenditures incidental to the repair work
- Machine transportation
- Crane rental
- Freight or transportation costs associated with replacement parts

SPARE PARTS AND ATTACHMENTS WARRANTY

Liebherr warrants spare parts and attachments to be free from defects in material and workmanship under normal use and service for a period of one (1) year following delivery to the original purchaser-user, or 2,000 hours of total operation by all persons, whichever occurs first. Some 3rd party supplied parts may have different terms.

Liebherr's and the selling Dealer's sole obligation and the exclusive remedy under this warranty shall be the repair or replacement, at Liebherr's option, of any warranted spare part or attachment acknowledged by Liebherr to be defective when returned to the selling Dealer, transportation charges prepaid, within the warranty period. Repairs to, or replacement of, warranted spare parts or attachments found by Liebherr to be defective shall be made by an authorized Liebherr Dealer. Liebherr shall not be responsible for any labor needed to correct the defective spare part or attachment, or any of the reimbursable expense exclusions listed above under the Standard Warranty.

Accessories, attachments, assemblies and components included in the Products sold by Liebherr but which are not manufactured by Liebherr such as non-Liebherr engines, batteries (except factory installed), tires, fire-suppression systems, non-factory installed air conditioner systems are subject to the warranty, if any, of their respective manufacturers and are not covered by this or any Liebherr warranty.

EXCLUSIONS

The following items are not covered by this warranty:

- Oils, fluids, grease, and lubricants.
- Inspections, cleaning, or adjustment.
- Maintenance and service items, including, but not limited to; filters or filter elements; fuses; light bulbs; glow plugs; belts; mufflers; worn or damaged decals; mirrors; radios; tires; engine/transmission mounts; and shop supplies.
- Wear items included but not limited to dry clutches; brake linings; bucket teeth; cutters, shrouds, or wear strips/plates.
- Any component damaged due to misuse; abuse; negligence; accident; fire; flood; or act of God.
- Any product on which parts and materials have been used that do not meet Liebherr specifications or which have been altered or repaired, if Liebherr determines that such use, alteration or repair, had negatively affected the product.
- Damage resulting from a lack of maintenance or delayed repair of a defect.
- Components on which unauthorized repairs have been attempted, or on which parts were used that are not listed in the Liebherr parts book and/or machine card.
- Items which are shipped to Liebherr disassembled for any purpose and/or with parts missing.
- Failure attributed to Dealer's workmanship.
- Loss or damage caused by freight carrier.
- Loss or damaged caused by the Dealer's or Owner's improper storage, protection and/or handling.
- Replacement of Liebherr original or approved part(s) with non-Liebherr originated or approved part(s).

CONDITIONS AND LIMITATIONS

The following conditions and limitations shall apply to this warranty, and failure to comply with these conditions may result in denial of a warranty claim at Liebherr's sole discretion:

- This warranty shall only apply to machines sold through Liebherr Construction Equipment Company or its authorized Dealers.
- Only original Liebherr or Liebherr approved spare parts can be used, including all repair components.
- The owner must operate and maintain the machine as outlined in the Operation & Maintenance Manual.
- The machine must have oil sampling accomplished in accordance with Liebherr Oil Sampling Guidelines and submitted to an approved Liebherr laboratory for analysis.
- The owner must allow the selling Dealer's personnel reasonable access to the machine during normal working hours for repairs on components covered under this warranty.
- The owner must document all maintenance, inspection and repair procedures in detail and make such documents available to Liebherr upon request.
- The owner is responsible for any machine transportation.
- Machines used in special and/or severe applications must first be authorized by Liebherr.

IN NO EVENT SHALL LIEBHERR, ITS COMPONENT SUPPLIERS NOR THE SELLING DEALER BE LIABLE FOR ANY DELAY, WORK STOPPAGE, LOSS OF USE OF EQUIPMENT, LOSS OF TIME, INCONVENIENCE, LOSS OF PROFITS, OR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ATTRIBUTABLE TO, DEFECTS IN LIEBHERR PRODUCTS OR SERVICE, WHETHER RESULTING FROM NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OR OTHER TORT WARRANTY, CONTRACT, INDEMNITY, BREACH OF THE PROMISE TO REPAIR OR REPLACE CONTAINED HEREIN, STRICT LIABILITY OR OTHERWISE.

IN ADDITION, LIEBHERR, ITS COMPONENT SUPPLIERS AND THE SELLING DEALER SHALL NOT BE LIABLE IN TORT OR STRICT LIABILITY FOR ANY ECONOMIC LOSS RESULTING, IN WHOLE OR IN PART, FROM THE MANUFACTURE OR SUPPLY OF THE PRODUCT, PARTS, COMPONENTS AND/OR LABOR.

NOTWITHSTANDING ANYTHING IN THIS WARRANTY TO THE CONTRARY, THE MAXIMUM LIABILITY, IF ANY, OF LIEBHERR, ITS COMPONENT SUPPLIERS AND THE SELLING DEALER FOR ALL DIRECT DAMAGES SHALL NOT EXCEED THE PRICE OF THE PARTICULAR DEFECTIVE PRODUCT, PART OR SERVICE, AS APPLICABLE.

THE STANDARD WARRANTY, THE EMISSION CONTROL WARRANTIES, AND THE EXTENDED LIMITED MACHINE AND POWERTRAIN WARRANTIES, IF APPLICABLE, ARE THE ONLY WARRANTIES APPLICABLE TO LIEBHERR PRODUCTS AND COMPONENTS USED IN LIEBHERR PRODUCTS AND ARE EXPRESSLY IN LIEU OF ANY WARRANTIES OR CONDITIONS OTHERWISE IMPLIED BY LAW (INCLUDING ANY WARRANTY OTHERWISE IMPLIED BY LAW FOR THE PRODUCT BY THE MANUFACTURER OR ITS COMPONENT SUPPLIERS), INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IS NOT A WARRANTY OF FUTURE PERFORMANCE.

THE REMEDIES UNDER THIS WARRANTY SHALL BE THE ONLY REMEDIES AVAILABLE TO THE OWNER OF LIEBHERR PRODUCTS OR ANY OTHER PERSON, AND NEITHER LIEBHERR NOR THE SELLING DEALER ASSUMES ANY OTHER OBLIGATION OR RESPONSIBILITY WITH RESPECT TO THE CONDITION OF LIEBHERR PRODUCTS, AND AUTHORIZES NO OTHER PERSON TO ASSUME FOR ANY OF THEM, ANY OTHER OBLIGATION OR LIABILITY.

Liebherr reserves the right to make changes in design or add any improvement on its products at any time without incurring any obligation to install same on units previously delivered.

If the original owner sells the machine, the remaining period of this warranty may be transferred to the new owner by filing a Transfer of Warranty Coverage Certificate and the Dealer performing a "Customer Delivery" Inspection as specified on the Dealer Inspection Report (Form LCE-F101). The Dealer must submit the Transfer of Warranty Coverage Certificate and a completed Dealer Inspection Report to Liebherr within thirty (30) days of the date of the transaction. Failure to submit the required documentation (signed Transfer of Warranty Coverage Certificate and/or a completed Dealer Inspection Report) to Liebherr will result in denial of warranty coverage to the new owner.

Liebherr means Liebherr Construction Equipment Co., a company of Liebherr Mining & Construction Equipment, Inc. and the Liebherr Company that manufactured the product.

No warranty claims will be processed until this form is completed, signed by both parties' representatives and returned to Liebherr.

Name of Dealer

Name of Owner (if rental machine, use Dealer)

City / State / Zip

City / State / Zip

Signature of Authorized Dealer Representative / Date

Signature of Authorized Owner Representative / Date

LIEBHERR

CONSTRUCTION EQUIPMENT COMPANY

EXTENDED WARRANTY CERTIFICATE – POWERTRAIN

MODEL PR 766 PIN (Product Identification No.) ---

Liebherr and the selling Dealer warrant certain powertrain components to be free from defects in material and workmanship under normal use and service for **3 years** or **6,000 hours** of operation, whichever event occurs first. This warranty shall commence at the date of delivery to the original owner and is concurrent with the Standard Warranty for the first year or 2000 hours of total operation by all persons, whichever event occurs first.

Liebherr's and the selling Dealer's sole obligation and the exclusive remedy under this warranty shall be the repair or replacement, at Liebherr's option, of any warrantable part acknowledged by Liebherr to be defective when returned to the selling Dealer, transportation charges prepaid, within the warranty period. Repairs to, or replacement of, warrantable parts found by Liebherr to be defective shall be made by an authorized Liebherr Dealer.

Liebherr shall be responsible for all reasonable and customary labor as established by Liebherr, during normal working hours, needed to correct the defective part. Liebherr shall not be responsible for any of the following:

- Diagnostic time, overtime, and waiting time
- Excess labor time expended due to inexperience or unusual working conditions
- Expenditures incidental to travel
- Costs incurred due to lack of qualification of repairmen and/or lack of appropriate tools and equipment
- Other expenditures incidental to the repair work
- Machine transportation
- Crane rental
- Freight or transportation costs associated with replacement parts

WARRANTED COMPONENTS

The following components are covered under this warranty:

Engine Components:

Engine block and cylinder heads; internal components; internal seals; injection pump; water pump; intake manifold; and oil/gear pumps.

Transmission/Axle Components:

Axle housing and internals; transmission and internals; drive shaft; final drive; travel motors; drive control valves\sections; and drive pressure regulating valve.

Electrical Components:

Engine\transmission wire harnesses and engine\transmission control modules

Other

Splitter box; axial piston pumps; swing gear drives, and primary electric motor (electric machines only)

EXCLUSIONS

The following items are not covered by this warranty:

- Non-powertrain related failures; hydraulic cylinder or hose failures; cab\undercarriage components; cab items; oil or water coolers; turbochargers; starters; exhaust manifolds; alternators; undercarriage components; or fittings
- Oils, fluids, grease, and lubricants.
- Inspections, cleaning, or adjustment.
- Maintenance and service items, including, but not limited to; filters or filter elements; fuses; light bulbs; glow plugs; belts; mufflers; worn or damaged decals; mirrors; radios; tires; engine/transmission mounts; and shop supplies.
- Wear items included but not limited to dry clutches; brake linings; bucket teeth; cutters, shrouds, or wearstrips/plates.
- Any component damaged due to misuse; abuse; negligence; accident; fire; flood; or act of God.
- Any product on which parts and materials have been used that do not meet Liebherr specifications or which have been altered or repaired, if Liebherr determines that such use, alteration or repair, had negatively affected the product.
- Damage resulting from a lack of maintenance or delayed repair of a defect.
- Components on which unauthorized repairs have been attempted, or on which parts were used that are not listed in the Liebherr parts book and/or machine card.
- Items which are shipped to Liebherr disassembled for any purpose and/or with parts missing.
- Failure attributed to Dealer's workmanship.
- Loss or damage caused by freight carrier.
- Loss or damaged caused by the Dealer's or Owner's improper storage, protection and/or handling.
- Replacement of Liebherr original or approved part(s) with non-Liebherr originated or approved part(s).

CONDITIONS AND LIMITATIONS

The following conditions and limitations shall apply to this warranty, and failure to comply with these conditions may result in denial of a warranty claim at Liebherr's sole discretion:

- This warranty shall only apply to machines sold through Liebherr Construction Equipment Company or its authorized Dealers.
- Only original Liebherr or Liebherr approved spare parts can be used, including all repair components.
- The owner must operate and maintain the machine as outlined in the Operation & Maintenance Manual.
- The machine must be inspected by the selling Dealer every 1,000 hours or one (1) year, at Dealer or owner's expense, and a "Periodic Inspection" Report (using Form LCE-F101) must be submitted by the selling Dealer to Liebherr.
- The machine must have oil sampling accomplished in accordance with Liebherr Oil Sampling Guidelines and submitted to an approved Liebherr laboratory for analysis. Sufficient oil sampling kits will be made available to the owner free of charge by the selling Dealer.
- The owner must allow the Dealer's personnel reasonable access to the machine during normal working hours for repairs on components covered under this warranty.
- The owner must document all maintenance, inspection and repair procedures in detail and make such documents available to Liebherr upon request.
- The owner is responsible for any machine transportation.
- Repairs or component replacements are warranted only for the remainder of the extended warranty period.
- Any extended warranty coverage for machines used in special and/or severe applications must first be authorized by Liebherr.

IN NO EVENT SHALL LIEBHERR, ITS COMPONENT SUPPLIERS NOR THE SELLING DEALER BE LIABLE FOR ANY DELAY, WORK STOPPAGE, LOSS OF USE OF EQUIPMENT, LOSS OF TIME, INCONVENIENCE, LOSS OF PROFITS, OR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ATTRIBUTABLE TO, DEFECTS IN LIEBHERR PRODUCTS OR SERVICE, WHETHER RESULTING FROM NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OR OTHER TORT WARRANTY, CONTRACT, INDEMNITY, BREACH OF THE PROMISE TO REPAIR OR REPLACE CONTAINED HEREIN, STRICT LIABILITY OR OTHERWISE.

IN ADDITION, LIEBHERR, ITS COMPONENT SUPPLIERS AND THE SELLING DEALER SHALL NOT BE LIABLE IN TORT OR STRICT LIABILITY FOR ANY ECONOMIC LOSS RESULTING, IN WHOLE OR IN PART, FROM THE MANUFACTURE OR SUPPLY OF THE PRODUCT, PARTS, COMPONENTS AND/OR LABOR.

NOTWITHSTANDING ANYTHING IN THIS WARRANTY TO THE CONTRARY, THE MAXIMUM LIABILITY, IF ANY, OF LIEBHERR, ITS COMPONENT SUPPLIERS AND THE SELLING DEALER FOR ALL DIRECT DAMAGES SHALL NOT EXCEED THE PRICE OF THE PARTICULAR DEFECTIVE PRODUCT, PART OR SERVICE, AS APPLICABLE.

THE STANDARD WARRANTY, THE EMISSION CONTROL WARRANTIES, AND THE EXTENDED LIMITED MACHINE AND POWERTRAIN WARRANTIES, IF APPLICABLE, ARE THE ONLY WARRANTIES APPLICABLE TO LIEBHERR PRODUCTS AND COMPONENTS USED IN LIEBHERR PRODUCTS AND ARE EXPRESSLY IN LIEU OF ANY WARRANTIES OR CONDITIONS OTHERWISE IMPLIED BY LAW (INCLUDING ANY WARRANTY OTHERWISE IMPLIED BY LAW FOR THE PRODUCT BY THE MANUFACTURER OR ITS COMPONENT SUPPLIERS), INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IS NOT A WARRANTY OF FUTURE PERFORMANCE.

THE REMEDIES UNDER THIS WARRANTY SHALL BE THE ONLY REMEDIES AVAILABLE TO THE OWNER OF LIEBHERR PRODUCTS OR ANY OTHER PERSON, AND NEITHER LIEBHERR NOR THE SELLING DEALER ASSUMES ANY OTHER OBLIGATION OR RESPONSIBILITY WITH RESPECT TO THE CONDITION OF LIEBHERR PRODUCTS, AND AUTHORIZES NO OTHER PERSON TO ASSUME FOR ANY OF THEM, ANY OTHER OBLIGATION OR LIABILITY.

Liebherr reserves the right to make changes in design or add any improvement on its products at any time without incurring any obligation to install same on units previously delivered.

If the original owner sells the machine, the remaining period of this warranty may be transferred to the new owner by filing a Transfer of Warranty Coverage Certificate and the Dealer performing a "Customer Delivery" Inspection as specified on the Dealer Inspection Report (Form LCE-F101). The Dealer must submit the Transfer of Warranty Coverage Certificate and a completed Dealer Inspection Report to Liebherr within thirty (30) days of the date of the transaction. Failure to submit the required documentation (signed Transfer of Warranty Coverage Certificate and/or a completed Dealer Inspection Report) to Liebherr will result in denial of warranty coverage to the new owner.

Liebherr means Liebherr Construction Equipment Co., a company of Liebherr Mining & Construction Equipment, Inc. and the Liebherr Company that manufactured the product.

No warranty claims will be processed until this form is completed, signed by both parties' representatives and returned to Liebherr.

Name of Dealer

Name of Owner (if rental machine, use Dealer)

City / State / Zip

City / State / Zip

Signature of Authorized Dealer Representative / Date

Signature of Authorized Owner Representative / Date



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