

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

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

NOTICE TO BIDDERS
REQUEST FOR BID #1415-163
Beverage Concession Services

April 22, 2015

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

SEALED BIDS *[one (1) original **BID RESPONSE** which includes all exhibits (clearly marked on the front outside cover as the original with the number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number); three (3) copies of the **BID RESPONSE** which includes all exhibits (clearly marked on the front outside cover as a copy with the number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number); and one (1) CD which includes the **BID RESPONSE** and all exhibits (clearly marked with the number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number)]* **must be submitted in a sealed envelope/package/box** (clearly marked with number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number) **to CARSON CITY PURCHASING AND CONTRACTS, 201 North Carson Street, Suite 3, Carson City, Nevada 89701 by 11:00 a.m. on May 14, 2015. Bids received after the date and time set for receipt will be rejected and disqualified from consideration.**

BID OPENING AND ACKNOWLEDGMENT will be held publicly at 11:10 a.m. on May 14, 2015 at 201 North Carson Street, Carson City, Nevada 89701. A tabulation of the **BID RESPONSES** will be posted on Carson City's website <http://www.carson.org/Index.aspx?page=998> within 48 hours.

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

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

AWARD will be made by the Carson City Board of Supervisors and is scheduled for Wednesday June 4, 2015, and their decision is final. The Carson City Board of Supervisors meeting will be held in the Sierra Room of the Carson City Community Center, 851 E. William Street, Carson City, NV 89701 beginning at 8:30 a.m.

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

SCOPE:

Carson City Purchasing and Contracts, on behalf of the Parks and Recreation Department, is accepting sealed bids for Anheuser Busch products to enhance specific Carson City Parks and Recreation Leagues, Tournaments, and Special Events.

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

GENERAL:

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

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

Technical specifications and literature illustrating Bidder's proposed product(s) shall be submitted and marked as "**Exhibit A**". Failure to do so may be justification for rejection of the **BID RESPONSE**.

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

A letter from the manufacturer certifying that Bidder is an authorized representative of the manufacturer for the product(s) and/or materials being proposed and that any warranty requirements provided for herein will be performed favorably in their behalf shall be

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

SERVICE REQUIREMENTS: The following are specifications and represent the beverages currently required by Carson City Parks and Recreation Department. All products supplied by the winning proposer shall be nationally marketed and recognized. Carson City Parks and Recreation shall retain control over the type of beverages sold, including the choice not to sell certain products.

The proposal shall include a full-service beverage program with appropriate beverage equipment which shall include but is not limited to recycling containers, display refrigerators, and associated signage, at no cost to Carson City Parks and Recreation.

All items will be ordered on an as-needed basis.

No guarantee is given that any specific quantities will be ordered.

INSTALLATION/REMOVAL: Installation and removal of all machines shall be the responsibility of the Vendor at no additional cost to the Carson City Parks and Recreation Department.

MAINTENANCE: The Vendor shall be responsible for maintaining all equipment.

SIZE: Size of equipment installed will be determined by size requirements/restrictions of the concession stand.

SERVICING: Vendor will be required to service all furnished equipment within four (4) hours after notification and upgrade equipment to ensure optimal working condition as necessary. All servicing is to be performed during normal business hours or as agreed upon. Vendor is responsible for all cost incurred regarding service, repair and maintenance of said equipment. Vendor to replace all out of service machines within twenty-four (24) hours.

The Vendor will be required to provide temporary equipment needed for special events held by Carson City Parks and Recreation within 8 hours during normal business hours or as agreed upon at no cost to Carson City.

PRODUCT QUALITY: All product to be furnished shall be new and of recent manufacture and equal or better than that delivered to any retail establishment. No product will be accepted which is past any expiration date for freshness.

CONTAINERS: Glass containers are prohibited on all Parks and Recreation Facilities.

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DELIVERY OF PRODUCTS: All products shall be delivered within 24 hours during normal business hours or as agreed upon.

PRICING: All charges are to be included in the bid price. The bid price shall include the bidder's total charges for supplying all products and/or services. If there are any monetary credits for returned items, they should also be explained in the bid.

INVOICES/MONTHLY STATEMENTS: Supplier is requested to leave an itemized and fully extended invoice with every delivery. Copies of same should be signed by a Carson City employee upon verification. All monthly statements should be sent to: Carson City Recreation 841 N. Roop Street Carson City, NV 89701.

TRANSITION PERIOD: The winning proposer shall allow Carson City Parks and Recreation a 30-day grace period from the onset of the contract period to sell any existing inventory.

The winning proposer shall include a plan for the operational transition of Carson City Parks and Recreation's current vending operation, including estimated timeline. The winning proposer shall provide insurance for all vending equipment to include coverage on equipment as well as liability coverage.

The below list is a usage report for Calendar year 2014, indicating the types and quantities of Beverages sold.

QUANTITIES: It is understood that the quantities furnished by Carson City Parks and Recreation Department are approximate only and are subject to either increase or decrease at Carson City Parks and Recreation Department's discretion and are furnished only for the convenience of the bidder. The bidder will make no claims for anticipated profits or additional compensation for any increase or decrease in the quantities.

Copa Di Vino Chardonnay
Approximate annual usage = 2 cases \$ _____/case

Copa Di Vino Merlot
Approximate annual usage = 2 cases \$ _____/case

Bud Can 2/12 can 12oz
Approximate annual usage = 1 cases \$ _____/case

Budweiser 1/2 Barrel Keg
Approximate annual usage = 21 kegs \$ _____/keg

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Michelob Ultra can 12 oz Approximate annual usage = 2 cases	\$ _____/case
Michelob Ultra 1/2 Barrel Keg Approximate annual usage = 10 kegs	\$ _____/keg
Bud Light Can 2/12 can 12oz Approximate annual usage = 17 cases	\$ _____/case
Bud Light Lime 2/12 can 12oz Approximate annual usage = 4 cases	\$ _____/case
BLL Lime a Rita 15/25oz Cans Approximate annual usage = 15 cases	\$ _____/case
BLL Straw Ber Rita 15/25oz Cans Approximate annual usage = 29 cases	\$ _____/case
Bud Light 1/2 Barrel Keg Approximate annual usage = 126 kegs	\$ _____/keg
Stella Artois 1/2 Barrel Keg Approximate annual usage = 23 kegs	\$ _____/keg
Shock Top 1/2 Barrel Keg Approximate annual usage = 88 keg	\$ _____/keg
Kona Long Board 1/2 Barrel Keg Approximate annual usage = 15 kegs	\$ _____/keg
Lagunitas IPA 1/2 Barrel Keg Approximate annual usage = 18 kegs	\$ _____/keg
AO Crisp Apple 16oz Can LSE Approximate annual usage = 29 cases	\$ _____/case
Twisted Tea 24oz Can Approximate annual usage = 22 cases	\$ _____/case
Twisted Half/Half 24oz Can LSE Approximate annual usage = 21 cases	\$ _____/case

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O'Doul's 2/12 Can 12oz Approximate annual usage = 1 case	\$ _____/case
Arrowhead 4/6 Bottle .5LT Approximate annual usage = 24 cases	\$ _____/case
Arrowhead 35 16.9 oz LSE Approximate annual usage = 328 cases	\$ _____/case
Aquafina 24 16.9 oz LSE Approximate annual usage = 51 cases	\$ _____/case
Monster Energy 16oz LSE can Approximate annual usage = 28 cases	\$ _____/case
Monster Energy Lo-Carb 16oz Can Approximate annual usage = 20 cases	\$ _____/case

CONTRACT TERM:

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

The term of this Contract will be from June 1, 2015 through June 1, 2016.

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

Bidder shall guarantee the pricing through June 1, 2016.

ESCALATION AND DE-ESCALATION:

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

Base Price:

For purposes of this **REQUEST FOR BID** and bid / contract award, the base price shall be established by Bidder's **BID RESPONSE**. This price, once the **BID RESPONSE** is opened

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and bid / contract award made, shall not be changed except as provided by the conditions stipulated herein.

De-escalation:

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

Escalation:

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

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

WARRANTIES AND GUARANTIES:

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

Bidder warrants that all deliverables and work product under this **REQUEST FOR BID** shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the **SPECIFICATIONS**; and shall be fit for ordinary use, of good quality, with no material defects. A copy of Bidder's warranty indicating the terms, conditions, and limitations shall be submitted and marked as

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'**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.

DEFAULT OF CONTRACT:

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

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

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

DEFAULT OF CONTRACT:

Should Bidder fail to deliver the product(s) and/or perform the service(s) bid in accordance

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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**.

NOTICE OF RIGHTS:

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

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

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

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

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

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

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

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

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

SALES/USE TAX EXEMPT STATUS:

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

JOINDER OR MUTUAL USE OF CONTRACT:

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

QUESTIONS:

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

You must indicate that these questions pertain to **REQUEST FOR BID** #1415-163. You must indicate what line number(s) your question(s) references. You must provide a contact person, their title, their e-mail address, their telephone number, and their fax number.

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

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

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REQUEST FOR BID ERRORS:

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

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

TELEPHONE:

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

BID RESPONSE, CONTRACT, AND DISPOSITION:

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

PREPARATION OF BID RESPONSE:

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

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

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

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

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

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

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

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

Order of Documents:

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

1st - BID RESPONSE

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

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

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

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

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

7th - "Exhibit F"- Supplemental materials

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

SEALED BIDS:

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

The **SEALED BID** shall consist of

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

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

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

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

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

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will be disregarded if received.

MODIFICATION OF BIDS:

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

NO BID:

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

WITHDRAWAL OF BIDS:

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

BID EVALUATION:

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

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

Carson City reserves the right to meet with bidders to discuss or clarify their **BID**

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RESPONSES, to request additional information, and to allow corrections of errors or omissions. All expenses incurred as a result of said meeting shall be the responsibility of Bidder and shall not be chargeable to Carson City.

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

The following categories will be evaluated in the selection process:

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

COLLUSION:

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

ADVANCE DISCLOSURES:

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

REJECTION OF BID:

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

AWARD OF CONTRACT:

Carson City will award the bid / contract to the lowest responsive and responsible bidder(s),

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as determined by Carson City pursuant to the provisions of Chapter 332 of the Nevada Revised Statutes.

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

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

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

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

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

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deck of playing cards and have each Bidder's representative cut the cards. The tie Bidder who cuts the highest card (with Ace high) shall be recommended for bid / contract award.

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

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

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

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

APPEAL BY UNSUCCESSFUL BIDDER:

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

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

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

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its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of: Twenty-Five percent (25%) of the total value of the bid submitted by the person filing the notice of protest; or Two Hundred Fifty Thousand Dollars (\$250,000.00).

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

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

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

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

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

TIMELINESS OF BILLING SUBMISSION:

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

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

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requirements of this **REQUEST FOR BID** or from the date the correct, complete, and descriptive invoice in the awarded amount is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date.

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

PRICE REDUCTIONS:

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

LIQUIDATED DAMAGES:

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

NOTICE:

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

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

Notice to Carson City shall be addressed to:

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager

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201 North Carson Street Suite 3
Carson City, NV 89701
775-283-7137 / FAX 887-2107
kbelt@carson.org

CONTRACT TERMINATION:

Termination Without Cause:

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

Termination for Nonappropriation:

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

Cause Termination for Default or Breach:

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

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(6) If it is found by Carson City that Bidder has failed to disclose any material conflict of interest relative to the performance of this **REQUEST FOR BID**.

Time to Correct:

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

Winding Up Affairs Upon Termination:

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

REMEDIES:

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

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

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exceed the amount of funds appropriated for payment under this **REQUEST FOR BID**, but not yet paid to Bidder, for the fiscal year budget in existence at the time of the breach. Bidder's tort liability shall not be limited.

FORCE MAJEURE:

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

INDEMNIFICATION:

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

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

After the indemnifying party has begun to provide a legal defense for the indemnified party, 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,

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

INDEPENDENT CONTRACTOR:

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

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

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

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

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

INSURANCE REQUIREMENTS:

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

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provided by Bidder.

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

Insurance Coverage:

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

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

General Requirements:

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

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**.

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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 "A-VII" or better.

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

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

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this **REQUEST FOR BID** shall not limit the liability of Bidder or its sub-contractors, employees or agents to Carson City or others, and shall be in addition to and not in lieu of any other remedy available to Carson City under this **REQUEST FOR BID** or otherwise. Carson City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

COMMERCIAL GENERAL LIABILITY INSURANCE:

Minimum Limits required:

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

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

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

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

BUSINESS AUTOMOBILE LIABILITY INSURANCE:

Minimum Limit required:

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

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

PROFESSIONAL LIABILITY INSURANCE:

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

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

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

A certified copy of this policy may be required.

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WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

BUSINESS LICENSE:

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

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

COMPLIANCE WITH LEGAL OBLIGATIONS:

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

WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of the **REQUEST**

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FOR BID or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

SEVERABILITY:

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

ASSIGNMENT/DELEGATION:

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

CARSON CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

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

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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.

PUBLIC RECORDS:

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

CONFIDENTIALITY:

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

FEDERAL FUNDING:

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

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LOBBYING:

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

GENERAL WARRANTY:

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

PROPER AUTHORITY:

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

ARBITRATION:

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

GOVERNING LAW; JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

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.

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 _____

BIDDER INFORMATION:

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

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

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

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

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

Signature _____ Date _____

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

Signature _____ Date _____

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date _____

DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

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

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

Other 1) Title: _____
Name: _____

Other 2) Title: _____
Name: _____

Corporation:

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

President's Name: _____

Vice-President's Name: _____

Other 1) Name: _____
Title: _____

Other 2) Name: _____
Title: _____

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date _____

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

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

Bidder agrees that the **CONTRACT TERM** shall be from June 1, 2015 through June 1, 2016.

Yes No

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

Yes No

Bidder guarantees the pricing through June 1, 2016.

Yes No

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

Yes No

Bidder agrees to provide delivery not less than twice each working day Monday through Friday **F.O.B. Carson City Parks and Recreation, 5400 Heritage Way, Carson City, Nevada** within one (1) working day from date order is placed.

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date _____

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

Yes No

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

Yes No

Within 48 hours of delivery, Bidder agrees to fax an invoice to Parks and Recreation at 775-887-2256 which Carson City will use for the purpose of paying Bidder.

Yes No

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

Yes No

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

Yes No

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

Bidder agrees that all billings for dates of service prior to July 1 must be submitted to Carson City no later than the first Friday in August of the same year; that a billing submitted after the first Friday in August will subject Bidder to an administrative fee not to exceed

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date _____

\$100.00; and that this amount will be deducted from the stale claim payment due to Bidder.
Yes No

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

Bidder has provided "**Exhibit G**" - **EXCEPTION SUMMARY** additional space on company letterhead.
Yes No
Bidder agrees that should he fail to deliver the product(s) and/or perform the service(s) bid in accordance with this **REQUEST FOR BID**, Carson City may declare Bidder in default of contract and recover all damages, costs and fees (including Attorney's fees) allowable by law.
Yes No

Bidder agrees that in the event of default by Bidder, Carson City may, at its option, pursue one or all of the following alternatives including: procure the product(s) and/or service(s) from another source and hold the defaulting Bidder responsible for an excess cost occasioned thereby, assess a penalty of 5% of the total awarded bid amount, commence with Surety and/or Performance Bond proceedings, debar the defaulting Bidder for not less than one year, or pursue other applicable legal remedies.
Yes No

Bidder agrees that if necessity requires the use of materials or supplies not conforming to the **SPECIFICATIONS**, they may be accepted and payment shall be made at a proper adjustment in price.
Yes No

Bidder has read and agrees to abide by the **TERMS AND CONDITIONS** of this **REQUEST FOR BID**.
Yes No

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

Yes No Not Applicable

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

Yes No Not Applicable

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

Yes No Not Applicable

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

Bidder has read and agrees to abide by the **INSURANCE REQUIREMENTS** for Commercial General Liability Insurance, Business Automobile Liability Insurance,

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date _____

Professional Liability Insurance, and Workers' Compensation and Employer's Liability Insurance for this **REQUEST FOR BID**. **Yes No**

Bidder has provided "**Exhibit G**" - **EXCEPTION SUMMARY** additional space on company letterhead. **Yes No Not Applicable**

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

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

Bidder agrees that if cash discount is provided that Bidder shall indicate the discount prices on each invoice. **Yes No**

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date _____

EXCEPTION SUMMARY INSTRUCTIONS:

Use this 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 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 this **REQUEST FOR BID**.

If additional space is required, use company letterhead and mark as "**Exhibit G**".

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

*** * * END OF BID RESPONSE * * ***