

**I - INSTRUCTION TO BIDDERS
BID NO. 2019-11**

ANIMAL SHELTER SERVICES

1. **INTENT OF INVITATION**

In accordance with the terms and conditions provided in this bid document, it is the intent of this Invitation to Bid to receive bids from qualified Bidders for the services specified in this document.

2. **DEFINITIONS**

- A. **Addendum:** A written document issued by COUNTY through the Purchasing and Contracts Division prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications or corrections.
- B. **AHA:** American Humane Association
- C. **BoCC:** The Nye County Board of County Commissioners.
- D. **Bid (Bidder):** An offer, in response to a solicitation by COUNTY, to supply goods or services at a specific price and within a specified time period.
- E. **Bid (COUNTY):** A competitive solicitation by COUNTY to procure goods or services in accordance with Nevada Revised Statutes Chapter 332 and Nye County Purchasing Policies and Procedures.
- F. **Bid Form:** Standard printed form given to Bidders that must be completed and submitted back to COUNTY with the required information for evaluation of the bid, in correct format and sequence.
- G. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.
- H. **Bidder(s):** A supplier who submits a bid to COUNTY.
- I. **Bidding Documents:** May include, but are not limited to, the Invitation to Bid, Instruction to Bidders, General Conditions, Special Conditions, Technical Specifications, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/ Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of bids, as applicable.
- J. **Contract:** Contract documents include the Bidding Documents, SUCCESSFUL BIDDER's Bid Form, all Addenda, CONTRACTOR's bonds and insurance and Notice of Award letter.
- K. **Contractor:** Bidder who is the lowest responsive and responsible Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.
- L. **COUNTY:** The term used throughout these documents to mean County of Nye, Nevada.
- M. **F.O.B. Destination:** Designates the seller will pay shipping cost and remain responsible for the goods until the buyer takes possession.

- N. **Governing Body:** Used throughout these documents to mean the Nye County Board of Commissioners.
- O. **Lot:** A group of items similar in nature and bought individually, all items in a lot must be bid on to be a responsible bidder considered for award.
- P. **Nevada Revised Statutes (NRS):** The current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada (the state constitution) and Nevada Revised Statutes. The Nevada Supreme Court interprets the law and constitution of Nevada.
- Q. **Purchasing and Contracts Administrator:** The Nye County Purchasing & Contracts Administrator or their designee responsible for the Purchasing Department.
- R. **Purchase Order:** The formal authorization by COUNTY for seller to provide goods or services to COUNTY. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.
- S. **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacement of said equipment.
- T. **Service Call:** Service shall also include afterhours call outs as required by COUNTY.

3. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please contact Danielle McKee, Purchasing & Contracts Administrator, at (775) 751-6394 or e mail dmckee@co.nye.nv.us.

4. CONTACT WITH COUNTY DURING BIDDING PROCESS

Communication between a Bidder and a member of the BoCC or between a Bidder and a non-designated COUNTY contact regarding this bid is prohibited from the time the bid is advertised until the bid is recommended for award of a contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder or any of its representatives to comply with this paragraph may result in its bid being rejected.

5. MANDATORY PRE-BID CONFERENCE & PRE-AWARD SITE WALK THROUGH

There will be a **mandatory** pre-bid meeting held at the Nye County Animal Shelter, 1511 E. Siri Lane, Pahrump, NV on May 8, 2019, commencing at 10:00 a.m. LATE ARRIVALS (15 MINUTES OR MORE) WILL NOT BE GIVEN CREDIT FOR ATTENDANCE OR ALLOWED TO SIGN IN. ALL POTENTIAL BIDDERS MUST SIGN OUT AT THE END OF THE MEETING.

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this bid, a written Addendum will be issued by COUNTY. COUNTY shall not be bound by any oral representations, clarifications or changes made in the written requirements and specifications by COUNTY's employees unless such clarification or change is provided by COUNTY in written addendum form from the Purchasing Department.
- B. Bidder shall take no advantage of any apparent error or omission in the Bidding Documents. In the event Bidder discovers such an error or omission, he shall immediately notify COUNTY. COUNTY will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents through the issuance of an Addendum.

- C. Addenda shall be available via mail, e mail, certified mail, fax, online or pick up by all prospective Bidders.
- D. Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued. Bidder shall acknowledge receipt of each Addendum by completing the acknowledgement space provided on the Bid Form. Failure to acknowledge receipt of all Addenda and use the correct bid form as required may result in rejection of bid.

7. DOCUMENT REVIEW

Bidders may visit the Purchasing Department during normal business hours to review any current bid documents. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the "Public Records" clause in the General Conditions section of this bid. Bids submitted in response to this Invitation to Bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment should be made in advance to ensure that full consideration will be provided. Please call (775) 751-6394 to schedule an appointment.

8. PREPARATION OF FORMS

All bids must be submitted on the Bid Form included in this document. All figures must be typed or written in ink. Figures written in pencil or containing erasures are not acceptable and may be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the bid form. In the event there are unit price bid items provided in the Bid Form, and the total indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern, and the total will be corrected accordingly. Mathematical errors in the bid shall be corrected by COUNTY.

9. BID DOCUMENTS NECESSARY FOR SUBMITTAL

Bid Form, all required attachments and the bid security (if required) shall be included in the envelope containing the bid. These documents together comprise a bid. Omission of or failure to complete any portion of the required documents at the time of bid opening may be cause to reject the entire bid.

10. DISCOUNT TERMS OF PAYMENT

Terms of payment, as listed on the Bid Form, shall be defined as the amount of discount offered by Bidder to COUNTY if payment is made within a specified time frame.

Examples:

Terms of Payment: 2%, Net Thirty Calendar Days.

A 2% payment discount will be deducted from the purchase price if the invoice is paid within thirty calendar days of receipt of invoice or delivery of an acceptable product, whichever is later.

Terms of Payment: 0% Net Thirty Calendar Days.

No payment discount is offered, and payment is due within thirty calendar days of receipt of invoice or delivery of an acceptable product, whichever is later.

No prompt payment discount will be considered by COUNTY in the bid evaluation process unless the discount period offered by Bidder is thirty calendar days or more.

11. DEVIATIONS TO TERMS AND CONDITIONS

Any additional agreements, terms, conditions or exceptions to the bid requirements that are submitted with Bidder's Bid Form may be considered substantial deviations from the bid requirements and be cause for rejection.

12. DURATION OF OFFER

All offers (bids) submitted in association with this Invitation to Bid shall be considered firm offers for a period of ninety calendar days after the date of bid opening in order to allow COUNTY to evaluate and consider award, unless the offer is further extended in writing and agreed upon by both parties.

13. BIDDER'S REPRESENTATION

Each Bidder by submitting their bid represents that:

- A. Bidder has read and understands the Bidding Documents and asserts that its bid is made in accordance therewith and shall be considered a firm offer for a period of ninety calendar days after the date of bid opening. The Bidder's offer may expire at the end of the ninety-calendar day period.
- B. Bidder has visited the project site and is familiar with the local conditions under which the work is to be performed.
- C. Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued; Bidder shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.

14. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the bid number and title. Bidders are requested to submit one original and four copies of the Bid Form and four copies of all attachments. No responsibility will attach to COUNTY or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped after 1:30 p.m. based on the time clock at the Nye County Purchasing and Contracts front desk will be recorded as late, remain unopened and be rejected. **FAXED OR E-MAILED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/ mailing instructions for bids:

<u>HAND DELIVERY</u>	<u>U.S. MAIL DELIVERY</u>	<u>EXPRESS DELIVERY</u>
Nye Co. Finance Dept.	Nye Co. Finance Dept.	Nye Co. Finance Dept.
2101 E. Calvada Blvd Ste 200	2101 E. Calvada Blvd Ste 200	2101 E. Calvada Blvd Ste 200
Pahrump, NV 89048	Pahrump, NV 89048	Pahrump, NV 89048

Regardless of the method used for delivery, Bidder shall be wholly responsible for the timely delivery of its bid.

Any bids submitted via a third-party courier must be sealed in a separate envelope from courier's packaging to allow for proper recording of receipt.

Bidders and other interested parties are invited to attend the bid opening.

15. COST TO PREPARE AND SUBMIT RESPONSE

All costs incurred in the preparation and submission of responses to this Invitation to Bid shall be the responsibility of the Bidder.

16. WITHDRAWAL OF BID

A. Before Bid Opening

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the Purchasing & Contracts Administrator in writing or a bid release form has been properly completed and submitted to the Purchasing Department reception desk. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

B. After the Bid Opening

All responsive and responsible bids received are considered firm offers for a period of ninety calendar days. Bidder's offer will expire ninety calendar days after the date of bid opening unless the offer is further extended in writing by Bidder and agreed upon by both parties. If the Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsible if responding to future invitations to bid or may be required to forfeit its bid bond (if applicable).

17. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, experience, terms of payment, qualifications, past performance, performance or delivery dates, 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 CONTRACT, and other objective and accountable factors which are reasonable. COUNTY has the option to accept additional promotional specials, discounts or trade-in allowances offered by CONTRACTOR during the term of CONTRACT, but these offers will not be part of the determination for award of this bid unless otherwise specified.

In accordance with NRS 332.065(4), COUNTY may re-award CONTRACT if during the term of the contract CONTRACTOR does not supply services in accordance with the bid specifications, or if CONTRACTOR repudiates the contract or breaches the contract. Re-awarding the CONTRACT by COUNTY is not a waiver of any liability of the initial Bidder awarded CONTRACT.

18. REJECTION OF BID

COUNTY reserves the right to reject any and all bids received by reason of this request. COUNTY reserves the right to waive any minor informality or irregularity. Any or all bids may be rejected by the governing body if the governing body 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.

19. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified, and their bids may be rejected for any of, but not limited to, the following causes:

- A. Failure to use the specified Bid Form furnished by COUNTY.
- B. Lack of signature by an authorized representative.
- C. Failure to properly complete the Bid Form.
- C. Evidence of collusion among Bidders.
- D. Unauthorized alteration to content of the Bid Form.
- F. Failure to acknowledge all Addenda issued.

20. TIE-BIDS

A tie-bid is defined as an instance where bids are received from two or more Bidders who are the low Bidders and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid and COUNTY can justify awarding to Bidder with the lowest responsive and responsible bid. The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw. When a drawing is necessary, Bidders involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

21. NOTIFICATION OF INTENT TO AWARD

COUNTY will issue to all Bidders a formal letter of “Notification of Intent to Award.” This notice will confirm COUNTY’S determination of the lowest responsive and responsible Bidder.

22. PROTESTS

- A. Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of CONTRACT may protest. The notice of protest must contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated and be accompanied by required bond. The protest must be submitted in writing to the Purchasing and Contracts Administrator, within five business days after COUNTY issued a “Notification of Intent to Award” letter. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing & Contracts Administrator will issue the decision in writing to the protestor. Within three business days of receipt of the decision, a protestor MUST submit to the Purchasing & Contracts Administrator its written notice of intent to appeal the decision to the BoCC. The Purchasing & Contracts Administrator or their designee will notify the protestor of the date they may appear to present their appeal to the BoCC. Protestor MUST submit to the Purchasing & Contracts Administrator three copies of any document’s protestor intends to present to the BoCC and all documents MUST be submitted ten calendar days prior to the BoCC meeting. The decision of the BoCC will be final. The BoCC is not required to consider protests unless this procedure is followed.

- B. Bidder filing the protest shall be required to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashier's check, money order or certified check, to COUNTY, who shall hold the bond or other security until a determination is made on the protest. A bond posted, or other security submitted with the protest must be in an amount equal to the lesser of:
 - 1. 25% of the total value of the bid submitted by Bidder filing the notice of protest; or
 - 2. \$250,000.
- C. The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of CONTRACT until the BoCC makes a determination on the protest.
- D. A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BoCC has made a determination on the protest and awards CONTRACT.
- E. Neither the BoCC nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files a protest pursuant to this section.
- F. If the protest is upheld by the BoCC, the bond posted, or other security submitted with the notice of protest must be returned to Bidder who posted the bond or submitted the security. If the protest is rejected by the BoCC, COUNTY may make a claim against the bond or other security in an equal amount to the expenses incurred by COUNTY 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.

23. METHOD OF AWARD

Award will be made to the lowest responsive and responsible Bidder on a grand total basis contingent upon the submission of all requested documents after award within the timelines specified, unless an extension is approved by COUNTY. **Nye County reserves the right to accept or reject any or all or any part of a bid received.**

24. LETTER OF AWARD

Award of this bid will be by "Letter of Award" issued by the Purchasing & Contracts Administrator. CONTRACT shall include Bidding Documents, CONTRACTOR'S Bid Form, all Addenda, CONTRACTOR'S bonds and insurance and Notice of Award Letter.

25. TERM OF CONTRACT

The term of CONTRACT shall be for one year with an option to renew annually for an additional three-year period upon approval by the Owner for no more than two additional terms.

26. INSURANCE

CONTRACTOR shall carry Commercial General Liability and Automobile Liability Insurance in the amount of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate during the term of CONTRACT.

CONTRACTOR shall obtain and maintain for the duration of CONTRACT a work certificate or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive.

All BIDDERS shall include the cost of the required insurance coverage in their bid price(s). CONTRACTOR shall provide COUNTY with proof of insurance as specified within ten (10) calendar days after issuance of Letter of Award.

CONTRACTOR shall obtain and maintain the insurance coverage required in **Attachment 1**, incorporated herein by this reference. CONTRACTOR shall comply with the terms and conditions set forth in **Attachment 1**.

27. FAILURE TO MAINTAIN COVERAGE

If CONTRACTOR fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order CONTRACTOR to stop the work, declare CONTRACTOR in breach, suspend or terminate CONTRACT, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from CONTRACTOR or deduct the amount paid from any sums due CONTRACTOR under CONTRACT.

II - GENERAL CONDITIONS
BID NO. 2019-11

ANIMAL SHELTER SERVICES

1. **ASSIGNMENT OF CONTRACTUAL RIGHTS**

CONTRACTOR will not assign, transfer, convey or otherwise dispose of CONTRACT or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of COUNTY and any sureties.

2. **AUDITS**

The performance of CONTRACT by CONTRACTOR is subject to review by COUNTY to insure CONTRACT compliance. CONTRACTOR agrees to provide COUNTY any and all information requested that relates to the performance of CONTRACT. All requests for information will be in writing to CONTRACTOR. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension or termination of CONTRACT.

3. **AUTHORITY**

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

4. **BIDS ARE NOT TO CONTAIN CONFIDENTIAL/PROPRIETARY INFORMATION**

Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. In accordance with NRS 239.010, Bidders shall not include any information in their bid that they would not want to be released to the public. Any bid submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, may be returned to Bidder and may not be considered for award.

5. **COLLECTION AND PAYMENT OF SALES TAX**

In accordance with NRS 372.123, any Bidder that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

6. **COLLUSION AND ADVANCE DISCLOSURES**

Pursuant to NRS 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, 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.

7. DISCLOSURE OF OWNERSHIP / PRINCIPALS

Bidder hereby represents and affirms that this bid is made in compliance with the provisions of NRS 281.230 and NRS 281A.430 and that Bidder shall make all necessary disclosures known to Bidder in conformance with the full meaning and intent of NRS 281.230 and NRS 281A.430.

8. CONSUMPTION ESTIMATES

The quantities appearing in the Bid Form are approximate only and are prepared for the solicitation of bids. Payment to CONTRACTOR will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without invalidating bid prices.

9. CONTRACT AMENDMENTS

Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, COUNTY reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of CONTRACTOR's obligations under CONTRACT, in whatever manner COUNTY determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to CONTRACT be made during CONTRACT term, a written amendment detailing those elements shall be executed by CONTRACTOR and the BoCC or their authorized representative.

10. DRUG-FREE WORKPLACE

CONTRACTOR agrees to comply with all applicable state and federal laws regarding a drug-free workplace. CONTRACTOR shall make a good faith effort to ensure that all of its employees, while working on COUNTY property, will not purchase, use, be under the influence of, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

11. FEDERAL, STATE, LOCAL LAWS

All Bidders shall comply with all federal, state and local laws relative to conducting business in Nye County. The laws of the State of Nevada will govern as to the interpretation, validity and effect of this bid, its award and any contract entered into.

12. FISCAL FUNDING OUT

COUNTY reasonably believes that funds can be obtained sufficiently to make all payments during the term of CONTRACT. If COUNTY does not allocate funds to continue the purchase of the product or service, in accordance with NRS 354.626 CONTRACT shall be terminated when appropriated funds expire.

13. FORCE MAJEURE

CONTRACTOR shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing by acts of nature, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. CONTRACTOR shall provide COUNTY satisfactory evidence that nonperformance is due to a cause other than fault or negligence on CONTRACTOR's part.

14. GOVERNING LAW, VENUE, FEES AND COSTS

This Contract shall be governed, construed and interpreted by, through and under the laws of the State of Nevada. The parties hereby agree that venue for any and all disputes related to this Contract shall be in the Fifth Judicial District Court of the State of Nevada, in and for the County of Nye.

The parties further agree that, should it become necessary for either party hereto to take legal action to enforce any rights and/or obligations outlined herein, that the prevailing party shall be entitled to recover their costs to the extent provided for by law, with each party to bear their own attorneys' fees unless otherwise provided for by law.

15. GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

The bidding and CONTRACT documents include various divisions, sections, and conditions which are essential parts for the work to be provided by CONTRACTOR. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for complete work. In case of discrepancy, the following precedence will govern, in the order appearing here:

1. Amendment
2. General Conditions
3. Addenda
4. Instruction to Bidders
5. Federal Requirements (if applicable)
6. Special Conditions
7. Technical Specifications

16. INDEMNITY

CONTRACTOR agrees by entering into CONTRACT, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend and hold COUNTY harmless from any and all claims, demands, actions, attorney's fees, costs and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of CONTRACTOR or its principals, employees, subcontractors or other agents while performing services under CONTRACT. CONTRACTOR shall indemnify, defend and hold harmless COUNTY for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

17. INVOICING

Invoicing for bid items are to be sent to the location identified in the purchase order. Invoices are to be sent within thirty calendar days of the completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250, COUNTY shall not provide payment on any invoice CONTRACTOR submits after six months from the date CONTRACTOR provides goods, performs services, or provides deliverables or milestones. All invoices should include the following information:

- A. Company Name
- B. Complete Address (including street, city, state and zip code)
- C. Telephone Number
- D. Contact Person

- E. Itemized description of products delivered (including quantities) or services rendered (including dates)
- F. Nye County Purchase Order Number
- G. Company's Tax Identification Number
- H. Bid Number
- I. Itemized pricing and total amount due (excluding sales and use tax)
- J. Percentage Discounts/Payment Terms (if offered)
- K. Company's Invoice Number

CONTRACTOR is responsible to ensure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form. If overcharges are found, COUNTY may declare CONTRACTOR in breach of contract, terminate CONTRACT, and designate CONTRACTOR as non-responsible if responding to future invitations to bid.

18. INVOICE AUDITS

CONTRACTOR shall provide to COUNTY, within ten business days of COUNTY's request, a report to validate that the price(s) charged are in accordance with the price(s) offered on CONTRACTOR's Bid Form. The format of the report will depend on the pricing structure provided on the Bid Form. The report shall be subject to review and approval by COUNTY's using department(s) and Internal Audit Department. Discrepancies found in the report will require CONTRACTOR to update the report no later than five business days after notification by COUNTY. In the event that CONTRACTOR undercharged COUNTY, COUNTY shall reimburse CONTRACTOR within ten business days. In the event that CONTRACTOR overcharged COUNTY, CONTRACTOR shall reimburse COUNTY within ten business days. If overcharges are found, COUNTY may declare CONTRACTOR in breach of contract, terminate CONTRACT, and designate CONTRACTOR as non-responsible if responding to future invitations to bid.

19. NON-DISCRIMINATION

The BoCC is committed to promoting full and equal business opportunity for all persons doing business in Nye County. CONTRACTOR acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. CONTRACTOR recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, age, disability, national origin, or any other protected status, COUNTY may declare CONTRACTOR in breach of contract, terminate CONTRACT, and designate CONTRACTOR as non-responsible.

20. NON-ENDORSEMENT

As a result of the selection of CONTRACTOR to supply goods or services, COUNTY is neither endorsing nor suggesting that CONTRACTOR's service is the best or only solution. CONTRACTOR agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations or the like without the express written consent of COUNTY.

21. PARTIAL PAYMENTS

Partial payment requests will be accepted only at the sole discretion of COUNTY.

22. PATENT INDEMNITY

- A. CONTRACTOR hereby indemnifies and shall defend and hold harmless COUNTY, its officers, employees, agents, its officers, and employees, respectively, from and against all claims, losses, costs, damages and expenses, including attorney's fees, incurred by COUNTY, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under CONTRACT by CONTRACTOR, or out of the processes or actions employed by, or on behalf of CONTRACTOR in connection with the performance of CONTRACT. CONTRACTOR shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by COUNTY, provided that COUNTY or its authorized representative shall have notified CONTRACTOR upon becoming aware of such claims or actions and provided further that CONTRACTOR's aforementioned obligations shall not apply to equipment, materials or processes furnished or specified by COUNTY.
- B. CONTRACTOR shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of CONTRACT.

23. PUBLIC RECORDS

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Nevada Revised Statutes Chapter 239). Under the law, all of COUNTY's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All bid documents are available for review following the bid opening.

24. PURCHASE ORDERS

The Purchasing Department will issue a purchase order(s) which will authorize CONTRACTOR to deliver and invoice for the service(s) offered.

25. SEVERABILITY

If any terms or provisions of CONTRACT shall be found to be illegal, invalid or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of CONTRACT shall remain in full force and effect.

26. SUBCONTRACTS

Services specified in CONTRACT shall not be subcontracted by CONTRACTOR without the prior written approval of COUNTY. Approval by COUNTY of CONTRACTOR's request to subcontract or acceptance of or payment for subcontracted work by COUNTY shall not in any way relieve CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of the services performed. CONTRACTOR shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of services performed under CONTRACT by CONTRACTOR's subcontractor.

27. SUBCONTRACTOR/INDEPENDENT CONTRACTOR

CONTRACTOR represents that it is fully experienced and properly qualified to perform the class of work provided for herein and that it is properly licensed, equipped, organized and financed to perform such work.

CONTRACTOR shall act as an independent contractor and not as the agent of COUNTY in performing CONTRACT. CONTRACTOR shall maintain complete control over its employees and all of its subcontractors. Nothing contained in CONTRACT or any subcontract awarded by CONTRACTOR shall create any contractual relationship between any such subcontractor and COUNTY. CONTRACTOR shall perform all work in accordance with its own methods subject to compliance with CONTRACT.

28. SUSPENSION BY THE COUNTY FOR CONVENIENCE

- A. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay or interrupt the work in whole or in part for such period of time as COUNTY may determine.
- B. In the event COUNTY suspends performance of CONTRACTOR for an aggregate period in excess of sixty (60) calendar days, CONTRACTOR shall be entitled to an equitable adjustment of the compensation payable to CONTRACTOR under this bid to reimburse CONTRACTOR for additional costs occasioned as a result of such suspension of performance by COUNTY. Equitable adjustment shall be based on appropriated funds and approval by COUNTY.
- C. No equitable adjustment will be made if performance is, was or would have been so suspended, delayed or interrupted by another cause for which CONTRACTOR is responsible.

29. TAXES

COUNTY is a political subdivision of the State of Nevada and under the provisions of NRS 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-6000111). A copy of the tax-exempt letter is available upon request. The bid price(s) must be net, exclusive of these taxes.

30. TERMINATION FOR CAUSE

If CONTRACTOR fails to perform in accordance with the agreed terms, conditions or warranties applicable to CONTRACT, COUNTY may **immediately** terminate all or part of CONTRACT upon written notice of intent to terminate without any liability by COUNTY to CONTRACTOR. In the event of termination for cause, COUNTY may cancel any delivery or service and purchase the product or service elsewhere on such terms or in such manner as COUNTY may deem appropriate and CONTRACTOR shall be liable to COUNTY for any excess cost or other expenses incurred by COUNTY.

31. TERMINATION FOR CONVENIENCE

COUNTY reserves the right to terminate CONTRACT in whole or part at any time whenever COUNTY shall determine that such a termination is in the best interest of COUNTY, without penalty or recourse upon thirty (30) calendar days' written notice of intent to terminate.

32. TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to COUNTY until material is delivered to the specific location, quantities are verified, and the material is inspected for damage or service is completed as specified.

33. USE BY OTHER GOVERNMENT ENTITIES

NRS 332.195 allows local governments to join or use the contracts of other local governments or the State of Nevada, with the authorization of contracting vendor.

34. LICENSES AND PERMITS

CONTRACTOR shall possess any and all applicable and valid Town, County, and State or Federal licenses, permits, certifications and registrations for said project. CONTRACTOR shall provide a copy of any license within 24 hours of request from COUNTY.

35. FICTICIOUS CERTIFICATIONS

CONTRACTOR shall insure any and all applicable D.B.A.'s or Fictitious Certifications are properly filed or recorded. CONTRACTOR shall provide a copy of such certifications within 24 hours of request from COUNTY.

III - SPECIAL CONDITIONS
BID NO. 2019-11

ANIMAL SHELTER SERVICES

1. **DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER**

CONTRACTOR shall furnish the following information and documents within twenty-four (24) hours of COUNTY's request:

- A. Name, address and phone number of three (3) firms, for which CONTRACTOR is currently performing for or has performed services in like kind to those specified in this bid;
- B. Completed "Disclosure of Ownership" form; and
- C. A copy of current applicable State Business License, Town Business License, current DBA Certificate and/or Contractor's License.

2. **SERVICE PROVIDER REQUIREMENTS**

CONTRACTOR's employees performing under CONTRACT shall be qualified and fully certified to maintain equipment properly and to industry standards, using all reasonable care and acceptable workman-like practices.

3. **LABOR**

CONTRACTOR and all subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination.

4. **REMOVAL OF EMPLOYEE**

COUNTY reserves the right to request removal of any CONTRACTOR's employee upon submitting proper justification, should such action be considered necessary to the best interests of COUNTY.

5. **FURNISHING SUPERVISION OF EMPLOYEES**

CONTRACTOR shall furnish at its expense the supervision required to insure the necessary management of its personnel and the functions involved in the scope of work and contract.

6. **SUPPLIERS STOCK**

CONTRACTOR shall agree to maintain access to sufficient stock of any supplies, materials, goods or equipment awarded in this bid. The lead time(s) for such stock shall not exceed the time period(s) as specified in this bid.

7. **RESPONSIBILITY FOR WORK SECURITY**

- A. CONTRACTOR shall at all times conduct all operations under CONTRACT in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. CONTRACTOR shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, COUNTY's property and the work site. CONTRACTOR shall continuously inspect all its work, materials, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.

- B. CONTRACTOR shall comply with all applicable laws and regulations. CONTRACTOR shall cooperate with COUNTY on all security matters and shall promptly comply with any project security requirements established by COUNTY. Such compliance with these security requirements shall not relieve CONTRACTOR of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner CONTRACTOR's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- C. CONTRACTOR shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to COUNTY in a timely manner.

8. PROHIBITED ACTIVITIES WHILE ON COUNTY'S PROPERTIES

Being under the influence of or use of alcohol or drugs while on COUNTY's property is prohibited.

9. KEYS/ACCESS CARDS

CONTRACTOR shall have full responsibility for protection of all keys/access cards furnished to CONTRACTOR and SUCCESSFUL BIDDER's employees. SUCCESSFUL BIDDER shall also be responsible for ensuring COUNTY's facilities are properly secured upon completion of performance of service, if such action is directed by COUNTY's representative. CONTRACTOR will be required to sign COUNTY's form before any keys/access cards are issued, and upon completion of CONTRACT or at COUNTY's request shall surrender all keys/access card(s) and obtain documentation of compliance. Should CONTRACTOR fail to surrender all keys/access cards upon completion or termination of CONTRACT, CONTRACTOR shall be responsible for all costs associated with replacing these items.

10. DAMAGE TO COUNTY PROPERTY

CONTRACTOR shall perform all work in such manner that does not damage COUNTY property. In the event damage occurs to COUNTY property or adjacent property by reason of services performed under CONTRACT, CONTRACTOR shall replace or repair the same at no cost to COUNTY. If damage caused by CONTRACTOR has to be repaired or replaced by COUNTY, the cost of such work shall be deducted from monies due SUCCESSFUL BIDDER.

11. CLEANING UP

CONTRACTOR shall at all times keep the work area in a neat, clean and safe condition. Upon completion of any portion of the work, CONTRACTOR shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before payment is made, CONTRACTOR shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the work, and CONTRACTOR shall leave the premises and work site in a neat, clean and safe condition. In the event of CONTRACTOR's failure to comply with the foregoing, COUNTY may accomplish the same at CONTRACTOR's expense.

12. PROGRESSIVE PLAN FOR DEALING WITH POOR PERFORMANCE OF CONTRACTOR

- A. COUNTY representative will contact CONTRACTOR either verbally or in writing to describe any deficiencies.

- B. If unresolved or if additional related deficiencies occur, COUNTY representative will contact CONTRACTOR in writing describing deficiencies and schedule a meeting.
- C. If unresolved or if additional related deficiencies occur, COUNTY representative will issue a written notice of deficiencies allowing seven (7) calendar days for CONTRACTOR to provide a written plan to cure or remedy the situation.
- D. If unresolved or if additional deficiencies occur, COUNTY representative will recommend to the BoCC to formally terminate the CONTRACT.
- E. If CONTRACTOR is terminated for cause, CONTRACTOR will be disqualified from bidding or quoting on any COUNTY Invitations to Bid for a period of twelve (12) months from the date of the termination. This disqualification will result in CONTRACTOR being declared non-responsible on bidding or quoting efforts submitted during the twelve (12) month timeframe.

13. PERFORMANCE REQUIREMENTS

COUNTY considers CONTRACTOR to be an expert in the local, state and federal laws, regulations and codes applicable to the services described herein. When, in the opinion of CONTRACTOR, COUNTY is not in compliance with applicable laws, regulations, or codes, CONTRACTOR shall immediately notify COUNTY in writing and make recommendations to bring the buildings, facilities and equipment up to standard.

14. AIR POLLUTION

CONTRACTOR shall so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements.

15. STORAGE OF SUPPLIES AND MATERIALS

CONTRACTOR is responsible for storage of any supplies, materials, tools, equipment and appliances. COUNTY is not responsible for loss or damage to supplies, materials, tools, equipment, appliances or work arising from acts of theft, vandalism, malicious mischief or other causes.

IV - SPECIFICATIONS
BID NO. 2019-11

ANIMAL SHELTER SERVICES

1. **INTENT**

The NYE COUNTY BOARD OF COMMISSIONERS is accepting proposals for a Contractor to operate its animal shelter services located at 1511 E. Siri Lane, Pahrump, Nevada, or the Contractor may provide the services at an approved alternate location to provide acceptance of animals, humane and sanitary housing of animals (caging/kennels), maintenance, observation, adoption of animals, euthanasia, sterilization, rabies vaccinations, dog and cat licensing, and disposal of animals. The geographical area to be served is the area known as Pahrump Valley, the area known as Amargosa Valley, and the Town of Beatty.

A Cost-effective proposal, with program plans and quality control measures, is sought to provide innovative solutions to this service area's needs. The proposal components are more fully set forth in the Bid Form.

2. **SCOPE OF WORK**

As an independent Contractor, Proposer will assume all legal, financial and operational responsibility for animal shelter services for the geographical areas as set forth in section 1. above. The Contractor must possess all required licenses, certifications, permits and registration from the State of Nevada and Drug Enforcement Agency (DEA) and any applicable federal, state, or local agency. All transportation, materials, equipment, tools, labor and medical supplies, or incidentals necessary to provide the proposed services will be furnished by Contractor. Contractor will provide and maintain all services and facilities to and in compliance with the latest guidelines of the American Humane Association (AHA). Contractor will provide and maintain all services and facilities to and in compliance with all applicable federal, state and local laws, rules, regulations and guidelines, specifically, Title 6 of the Nye County Code, Chapter 8.30 of the Nye County Code, and Nevada Revised Statutes 574.600 through 574.600. All deviations from said rules, regulations and guidelines must be approved by the County. Services and responsibilities include, but shall not be limited to, the following:

(1) Animal Shelter

a) Animal shelter services for all animals that are delivered to the facility including, but not limited to, the following:

- i. Dogs and Cats;
- ii. Domestic Livestock such as Sheep and Pigs, and
- iii. Small Animals, such as Rabbits, Chickens, Snakes, Birds, Parrots, Pigeons, Turtles.

b) Animals may be placed with subcontracted facilities which have been recommended by Contractor and approved by the Nye County Sheriff or his or her designee. Foster animals shall be accounted for and detailed listings of the homes where the animals are being fostered shall be maintained and made available to the Nye County Sheriff or his designee upon request.

c) Kennel and animal shelter facilities shall be provided for all animals, including exotic animals and livestock, for which impounding, storage or quarantine is required by state statute, County ordinance, Court direction, Court order, animal control officer direction, or Nye County Sheriff's Office direction, for animal's subject to the County's jurisdiction. Said facilities shall be operated and maintained, on a seven day/week basis, at Contractor's sole cost and expense, in a neat, clean and sanitary condition and in compliance with any and all applicable governmental statutes, ordinances, rules, regulations, and American Humane Association (AHA) guidelines, including, but not limited to, statutes and regulations of the United States, statutes and regulations of the State of Nevada, ordinances of the County of Nye, and

AHA guidelines and policies. The County, its agents, and representatives shall have full access at all times for the purpose of inspecting the facilities for the aforementioned conditions.

d) Nye County Sheriff's Office deputies and Nye County animal control officers shall have access during normal business hours for the purpose of delivering and retrieving animals to and from the facility pursuant to state statute or Nye County Codes. Contractor shall provide contact information and shall provide access to the facility after normal business hours to the Nye County Sheriff's Office deputies and Nye County animal control officers for the purpose of delivering and retrieving animals to and from the facility pursuant to state statute or Nye County Code and for emergencies.

e) All impounded animals must be displayed for viewing by the public during normal business hours. Quarantined animals and animals under Veterinary Care will be identified on a list that is updated daily and will be provided to any member of the public looking for an ill animal.

f) CONTRACTOR shall implement a microchip program with assistance of the Sheriff or his designee.

(2) Animal Care

Contractor shall comply with Nye County Code, Title 6, Section 6.13.110 to establish and maintain a program to control disease and care for the health of animals. The program shall be consistent with the American Humane Association (AHA) guidelines. A copy of that program is to be submitted to the Nye County Sheriff or his designee within 30 calendar days from the award of contract unless a longer period of time is approved in writing by the Nye County Sheriff or his designee.

All animals impounded shall be handled and cared for in a humane manner. All animals will be provided with proper housing, food and care befitting the species. In the event it is necessary to destroy any such animal, such destruction and disposal shall be accomplished by the "Sodium Pentobarbital Injection Method" which will not subject such animal to any unnecessary pain.

Procedures for the euthanasia and disposal of animals will comply with all applicable state statutes, Nye County ordinances, rules and regulations and will be maintained on site in written form and subject to the approval of the Nye County Sheriff or his designee.

Contractor shall use Shelter Pro to designate and track all animals impounded by animal control officers or Nye County Sheriff's deputies. All animals impounded by animal control officers or Nye County Sheriff's deputies shall only be released or destroyed after notification to animal control and only if Contractor receives authorization from animal control to release or destroy said animals in compliance with state statutes and County codes. Contractor shall coordinate with the Nye County Sheriff or his designee and agree on the procedure to notify Nye County animal control of the time periods pursuant to Nye County Code, Title 6, applicable to animals impounded pursuant to this paragraph.

(3) Program Records and Reporting

A. Records.

Contractor will cooperate and coordinate the implementation of Shelter Pro or comparable shelter management software and report procedures in conjunction with the Nye County Sheriff or his designee. Maintenance records will be kept of all animals it handles during the contract performance period. These records need to contain the following information with a summary of the information listed below provided to Nye County Sheriff or his designee on a monthly basis and more often if requested.

- The type of animal, its sex and disposition
- All citizen complaints regarding animals and the responses thereto.
- All vicious/dangerous animals.
- Where, why and how the animal was obtained.

- Any additional information that may be required by the Nye County Nye County Sheriff or County. Any and all information and correspondence relating to the animal while it is the property of the shelter.

B. Reports

A monthly report covering the activities for the preceding quarter including year-to-date activity shall be provided to the Nye County Sheriff or his designee. The report shall be a compilation of the following:

- Activities for the quarter with emphasis on problem areas in operating the facility.
- Changes in policy or procedure from past practice.
- Public outreach, fundraising and marketing efforts.
- Recommendations to the County concerning charges and animal regulatory ordinances or resolutions.
- Recommendations or information that are in the best interest of the County, or that may be requested by the Nye County Sheriff or his designee.
- A financial statement of operations, with the reporting format to be determined by the Nye County Sheriff or his designee.
- A statistical report that indicates the total number of dogs and the total number of cats adopted out and the total number of each that were sterilized.
- A statistical report that indicates the total number of dogs and the total number of cats euthanized.
- A statistical report that indicates the total number of dog and cats returned from adoption.
- A statistical report that indicates the total amount of impound charges (costs, fees), dog and cat license charges (costs, fees), veterinarian charges (costs, fees), adoption charges (costs and fees), rabies charges (costs and fees), and euthanasia charges (costs, fees) charges and collected pursuant to Nye County Code Title 6 and Nye County Resolution Setting Schedule of Fees and Penalties Required by Nye County Code, Title 6, Animals and Schedule of Nye County Animal Shelter Adoption Fees.

(4) Collection of Monies

No animals may be sold, bartered, adopted, given or furnished for experimental purposes or medical research purposes. All fees, cost or charge schedules are to be in compliance with Nye County Resolution Setting Schedule of Fees and Penalties Required by Nye County Code, Title 6, Animals and Schedule of Nye County Animal Shelter Adoption Fees.

All charges collected including, but not limited to impound charges, voluntary impound charges, daily care and housing charges, charges for the sale or adoption, licensing, and charges for rabies vaccinations will be retained by the Contractor. An accounting of those charges will be reported to the County in the quarterly report. All costs associated with any medical care will be paid for by the Contractor and any collection of monies for those costs will be retained by the Contractor.

(5) Accounting Records

Contractor shall keep and maintain complete, accurate and customary records and books of account of all sales of services from the Contractor's premises and the same shall be retained intact for a period of not less than three (3) years after the end of the fiscal year to which said records and books of account pertain. The County shall be entitled, at all reasonable times during business hours through County's duly authorized agents, attorneys or accountants, to inspect and make copies of any and all such records and books of account, including copies of any income tax or information returns required by or furnished to any governmental authority.

(6) Spay/Neuter Program – Must Adhere to Title 6

Contractor will be required to maintain, coordinate and be responsible for a spay/neuter program. All procedures and forms must be provided to and be approved by the Nye County Sheriff or his designee. Policies and Procedures, at minimum, shall include the following: All dogs and cats adopted are to be sterilized. The Contractor shall determine, subject to the requirements of the Nye County Code, Nevada Revised Statutes 574.600 through 574.660, and all applicable statutes, Nevada Administrative codes, or County codes, whether the dog or cat is at an age fit for sterilization adhering to the professional and medical precautions normally followed in the field of veterinary medicine. The Contractor will calculate and annually recommend fee structures for services to the Board of County Commissioners for approval and will include into those fees the costs associated with providing the spay/neuter program.. All costs for maintaining the spay/neuter program is to be borne by the Contractor. Contractor shall retain any fees collected.

(7) Adoption Program

Contractor will be required to maintain, coordinate and be responsible for an adoption program. All procedures and forms must be provided to and approved by the Nye County Sheriff or his designee. The Contractor shall follow all Nevada State Statutes, Nye County Codes, Nevada Administrative Codes, and state and local regulations applicable to adoption of animals. Contractor shall adhere to Nye County Resolution Setting Schedule of Fees and Penalties Required by Nye County Code, Title 6, Animals and Schedule of Nye County Animal Shelter Adoption Fees. The Contractor will calculate and annually recommend fee structures for services to the Board of County Commissioners for approval and will include into those fees the costs associated with providing the adoption program. Contractor is to provide vaccinations as required by Federal, State statutes and Administrative Codes. All costs for maintaining the adoption program is to be borne by the Contractor. Contractor shall retain any fees collected.

(8) Dog/Cat Licensing Program

Contractor will be required to maintain, coordinate and be responsible for a dog/cat licensing program in compliance with Nye County Code, Title 6. All procedures and forms must be provided to and approved by the Nye County Sheriff or his designee. The Contractor shall follow all Nevada State Statutes, Nye County Codes, Nevada Administrative Codes, and state and local regulations applicable to a dog/cat licensing program. Contractor shall adhere to Nye County Resolution Setting Schedule of Fees and Penalties Required by Nye County Code, Title 6, Animals and Schedule of Nye County Animal Shelter Adoption Fees. The Contractor will calculate and annually recommend fee structures for services to the Board of County Commissioners for approval and will include into those fees the costs associated with providing the dog/cat licensing program. Contractor is to provide tag as required by County code. All costs for maintaining the licensing program is to be borne by the Contractor. Contractor shall retain any [751]fees collected.

(9) Rabies Control and Reporting

Contractor must maintain workable rabies control and reporting procedures that will include, at minimum, the following:

- a) Reporting, isolation, control, observation and keeping the Nye County Sheriff and the Nye County Rabies Control Authority informed as to the condition and changes in condition of an animal that has bitten a person.
- b) Isolation and control of sick animals suspected of having rabies.
- c) Dead Animal Examination and Preparation of Testing Specimens for the Health Department (Decapitation).

Contractor shall comply with all federal, state, and County codes, specifically, Nye County Code, Title 6 titled Animals and Nye County Code, 8.30 titled Rabies. Contractor shall adhere to Nye County Resolution Setting Schedule of Fees and Penalties Required by Nye County Code, Title 6, Animals and Schedule of Nye County Animal Shelter Adoption Fees as applicable to rabies control. All charges, costs and fees associated with any rabies control and rabies vaccinations pursuant to adoption charges will be paid for by the Contractor and any collection of monies for those charges, costs and fees will be retained by the Contractor.

(10) Reclaim Program and Lost and Found Procedures

Contractor will be responsible for an efficient reclaim program and "lost and found" procedures for all animals that are compatible and coordinated with other municipal animal control centers and will include, but not be limited to: contacting owner and/or animal organizations indicated on collar tags and informing the public of other possible locations such as other shelters and emergency hospitals and holding the animals in the shelter for as many days as prescribed in the County ordinances and procedures. Contractor shall maintain a database, which includes a description of animals in the facility. Contractor will be responsible for all costs/fees/expenses for the program and retain all fees recouped.

Contractor's owner reclaim service for all animals will include, but not be limited to, a method of identifying the animal, establishing ownership, and positive identification of the person claiming ownership. All procedures and forms must be provided to and be approved by the Director of Emergency Services or his designee. Inoculation procedure at Reclaim must conform to and be in compliance with all applicable federal, state and County codes.

(11) Personnel Standards, Hiring, Training and Education

Contractor will provide sufficient staff and adequate supervision of all of their employees, agents, and any subcontractors to ensure contract compliance. All provisions of applicable Federal, State and Local affirmative action and non-discrimination laws shall be upheld by Contractor with respect to their personnel practices. Contractor shall adhere to all Federal, State, and Local laws regarding taxation.

Contractor must continuously conduct an effective employee training and education program to introduce/reinforce written policies and procedures, as well as educate staff regarding AHA Sheltering Guidelines. All such trainings and educational sessions must have evaluation components.

Contractor and employees of the Contractor are not County Employees and there shall be no:

- (1) Industrial insurance coverage by the County;
- (2) Participation in group insurance plans which may be available to the employees of the County;
- (3) Participation or contributions by either the independent contractor or to the County to the Public Employees Retirement System;
- (4) Accumulation of vacation leave, or sick leave provided by the County;

- (5) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. SPECIAL CONTRACT PROVISIONS

In responding to this Invitation To Bid, Contractor expressly agrees to adhere to the following special contractual provisions and limitations:

- a) The minimum number of operating hours for public access to the shelter area is 30 hours per week and the County shall approve the hours and days of the week for public access.
- b) Bodies of deceased animals will be disposed of pursuant to applicable statutes, ordinances, rules and regulations or other method as approved by the Nye County Sheriff or his designee.
- c) Contractor shall provide 24 hour/seven days a week contact name and telephone number to Nye County Sheriff's Office deputies, Nye County animal control officers and the Nye County Sheriff in case of emergency.
- d) Contractor shall purchase user license and be responsible for charges, fees and costs to use and implement Shelter Pro or comparable animal shelter management software.
- e) Contractor shall not operate any other business in conjunction with this contract and at the same location of operation.

4. COMPLIANCE

In addition to complying with State of Nevada Veterinary Medicine standards and practices and all laws, ordinances, rules, orders and regulations regarding performance of work, Contractor shall:

- a) Obtain and remain in good standing status with all licenses and permits needed to perform proposed services. Payment for licenses and permits is the responsibility of the Contractor.
- b) Display and maintain licenses and permits in good standing.
- c) Not employ any licensed professional or technical staff not in good standing with licensing boards.
- d) The County reserves the right to conduct quarterly evaluations based on American Humane Association (AHA) guidelines as a result of complaints or problems encountered. In the event such an evaluation is required, a committee consisting of the Nye County Sheriff or his designee, a representative of the Sheriff's Office and a veterinarian will conduct the evaluation and make recommendations as necessary to correct the problem/complaint.

**NYE COUNTY, NEVADA
BID FORM
BID NO. 2019-11**

ANIMAL SHELTER SERVICES

This bid is submitted in response to COUNTY'S Request for Proposals and is in accordance with all conditions and specifications in this document.

The proposal must be organized according to the following sections and in the order listed below:

Program Plan (40 points): State the goals, objectives, and tasks to be accomplished during the one-year contract. Prepare a detailed work plan that lists major tasks to be accomplished based on the requirements of the Invitation To Bid and the current set of County Codes adhered to by the County.

Qualifications and Experience (25 points): List the educational and professional qualifications of principals and key management personnel including the number of years of experience in providing the same or similar services as those proposed. List the staff to be employed (if known) and their certifications, plus years of experience in providing the same or similar services as those proposed. If subcontractors are to be employed, provide the names of subcontractors, trade and license numbers and specify in what capacity they will function. State the number of years the Proposer's company has been in business and the range of services it has provided. Demonstrate that Proposer has delivered the same, or a similar set of services as proposed, by detailing previous contractual accomplishments with specific entities.

Financial Capability and Facilities (10 points): Validated evidence of company or individual financial stability must be submitted as an attachment to the proposal in the form of the most recent CPA certified annual report, annual operating statement or copy of most current U.S. Tax Return. Address whether Contractor intends to use County facilities, their own facilities, or a combination of the two facilities.

Cost Proposal (20 points): Prepare a cost proposal to support with line items for costs of labor, shelter, and other proposed services. List sources of revenue and their projected income.

References (5 points): A listing of References must be attached to this proposal.

CPA Certified Annual Report, Annual Operating Statement or copy of U.S. Tax Return

W-9 Form: Attach only if sole proprietor or partnership and have not previously filed a W-9 Form with the County.

SELECTION PROCESS AND EVALUATION OF PROPOSALS

All proposals received prior to the deadline for submission will be evaluated by a County Evaluation panel. The award will be made on the basis of best value, which may or may not coincide with the lowest cost proposal. For some Proposers, an interview may be part of the evaluation process.

Program Plan: **40 points**

Qualification and Experience: **25 points**

Financial Capability and Facilities: **10 points**

Cost Proposal: **20 points**

References: **5 points**

PAYMENT TERMS

Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum: **FAILURE TO ACKNOWLEDGE ALL ADDENDA ISSUED AND USE THE CORRECT BID FORM AS REQUIRED, MAY RESULT IN REJECTION OF BID.**

Addendum No. _____ Addendum No. _____ Addendum No. _____

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. Bidder understands that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Nye County, Nevada.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Signature of authorized representative

Legal name of firm/company

Name and title of authorized representative
(Print or type)

Address of firm/company

Phone number of authorized representative

City, State, Zip

Fax number of authorized representative

E-mail address of authorized representative

Date

BUSINESS/CONTRACTOR LICENSE INFORMATION

CURRENT STATE: _____ LICENSE NO. _____ ISSUE DATE: _____ EXPIRATION DATE: _____

CURRENT COUNTY: _____ LICENSE NO. _____ ISSUE DATE: _____ EXPIRATION DATE: _____

CURRENT TOWN: _____ LICENSE NO. _____ ISSUE DATE: _____ EXPIRATION DATE: _____

**ATTACHMENT 1
BID NO. 2019-11**

ANIMAL SHELTER SERVICES

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, BIDDERS SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL.

1. **FORMAT/TIME**

CONTRACTOR shall provide COUNTY with Certificates of Insurance for coverage as listed below, and endorsements affecting coverage required by this bid within ten (10) calendar days after the award by COUNTY. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of CONTRACT and any renewal periods.

2. **BEST KEY RATING**

COUNTY requires insurance carriers to maintain during CONTRACT term a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

3. **COUNTY COVERAGE**

COUNTY, its officers and employees must be expressly covered as additional insureds except on workers' compensation insurance coverage. CONTRACTOR's insurance shall be primary as respects COUNTY, its officers and employees.

4. **ENDORSEMENT/CANCELLATION**

CONTRACTOR's Commercial General Liability and Automobile Liability Insurance policy shall be endorsed to recognize specifically CONTRACTOR's contractual obligation of additional insured to COUNTY. All policies must note that COUNTY will be given thirty (30) calendar days' advance notice by certified mail "return receipt requested" of any policy changes, cancellations or any erosion of insurance limits.

5. **DEDUCTIBLES**

All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.

6. **AGGREGATE LIMITS**

If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.

7. **COMMERCIAL GENERAL LIABILITY**

Subject to paragraph 6 of this attachment, CONTRACTOR shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a “per occurrence” basis only, not “claims made,” and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

8. AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, CONTRACTOR shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by CONTRACTOR and any auto used for the performance of services under CONTRACT.

9. WORKERS’ COMPENSATION

CONTRACTOR shall obtain and maintain for the duration of CONTRACT a work certificate or a certificate issued by an insurer qualified to underwrite workers’ compensation insurance in the State of Nevada in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive.

10. FAILURE TO MAINTAIN COVERAGE

If CONTRACTOR fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order CONTRACTOR to stop the work, declare CONTRACTOR in breach, suspend or terminate CONTRACT, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from CONTRACTOR or deduct the amount paid from any sums due CONTRACTOR under CONTRACT.

11. ADDITIONAL INSURANCE

CONTRACTOR is encouraged to purchase any such additional insurance as it deems necessary.

12. DAMAGES

CONTRACTOR is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by CONTRACTOR, their subcontractors or anyone employed, directed or supervised by CONTRACTOR.

13. COST

CONTRACTOR shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).

14. INSURANCE SUBMITTAL ADDRESS

All Insurance Certificates requested shall be sent to the Nye County Purchasing Department, Attention: Insurance Coordinator. See the “Submission of Bids “clause in the Instruction to Bidders section of this bid for the appropriate mailing address.

15. INSURANCE FORM INSTRUCTIONS

The following information must be filled in by CONTRACTORS's Insurance Company representative:

- A. Insurance Broker's name, complete address, contact name, telephone and fax numbers.
- B. CONTRACTOR's name, complete address, telephone and fax numbers.
- C. Insurance Company's Best Key Rating
- D. Commercial General Liability (Per Occurrence)
 - 1. Policy Number
 - 2. Policy Effective Date
 - 3. Policy Expiration Date
 - 4. General Aggregate (\$2,000,000)
 - 5. Products - Completed Operations Aggregate (\$2,000,000)
 - 6. Personal & Advertising Injury (\$1,000,000)
 - 7. Each Occurrence (\$1,000,000)
 - 8. Fire Damage (\$50,000)
 - 9. Medical Expenses (\$5,000)
- E. Automobile Liability (Any Auto)
 - 1. Policy Number
 - 2. Policy Effective Date
 - 3. Policy Expiration Date
 - 4. Combined Single Limit (\$1,000,000)
- F. Worker's Compensation
- G. Description: "Bid No. 2019-11", "Animal Shelter Services" must be identified on the initial insurance form and each renewal form.
- H. Certificate Holder

Nye County
c/o Purchasing Department
P.O. Box 1592
Tonopah, NV 89049
- I. Appointed Agent Signature to include license number and issuing state.