

COUNTY OF NYE, STATE OF NEVADA

BID NO. 2021-12

Thermal Imaging Camera System

BID PACKAGE

Including:

GENERAL INSTRUCTIONS TO RESPONDERS
SPECIAL PROVISIONS/SPECIFICATIONS

The bid package is available as follows:

- Internet -Visit the Nye County website at <http://www.nyecounty.net>. Click on "Bid Opportunities" and locate Invitation to Bid No. 2021-12 in the list of current solicitations.
- Pick up -Nye County Purchasing, 2101 E. Calvada Blvd, Suite 200, Pahrump, NV 89048 or 101 Radar Road, Tonopah, NV 89049.

Bids will be received by the COUNTY at the Nye County Purchasing, Express or Hand Delivery at 2101 E. Calvada Blvd., Ste 200, Pahrump, Nevada 89048, until 2:00 P.M. on December 2, 2021. Bids received after the deadline will not be honored, regardless of when postmarked or sent. Bid opening will commence at 2:00 P.M. on December 2, 2021, at the Nye County Purchasing, 2101 E. Calvada Blvd., Ste. 200, Pahrump, Nevada 89048; Envelopes containing the bids must be sealed and addressed to the Nye County Purchasing, Attn: Honey Strozzi, Purchasing and Contracts Administrator, Express or Hand Delivery at 2101 E. Calvada Blvd., Ste. 200, Pahrump, Nevada 89048, until 2:00 P.M. on December 2, 2021, and labeled: "BID #2021-12, THERMAL IMAGING CAMERA SYSTEM."

DATED this 23 day of November, 2021.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF NYE, STATE OF NEVADA

DocuSigned by:

Debra Strickland

By: Debra Stricklan, Chair

**I - INSTRUCTION TO RESPONDERS
BID NO. 2021-12
THERMAL IMAGING CAMERA SYSTEM**

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 RESPONDERS for the items 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. **BoCC:** The Nye County Board of County Commissioners.
- C. **Bid (RESPONDER):** An offer, in response to a solicitation by COUNTY, to supply goods or services at a specific price and within a specified time period.
- D. **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.
- E. **Bid Form:** Standard printed form given to RESPONDERS that must be completed and submitted back to COUNTY with the required information for evaluation of the bid, in correct format and sequence.
- F. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.
- G. **RESPONDER(s):** A supplier who submits a bid to COUNTY.
- H. **Bidding Documents:** May include, but are not limited to, the Invitation to Bid, Instruction to RESPONDERS, 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.
- I. **CONTRACT:** Contract documents include the Bidding Documents, SUCCESSFUL RESPONDER's Bid Form, all Addenda, SUCCESSFUL RESPONDER's bonds and insurance and Notice of Award Letter.
- J. **COUNTY:** The term used throughout these documents to mean County of Nye, Nevada.
- K. **F.O.B. Destination:** Designates the seller will pay shipping cost and remain responsible for the goods until the buyer takes possession.
- L. **Governing Body:** Used throughout these documents to mean the Nye County Board of Commissioners.
- M. **Lot:** A group of items similar in nature and bought individually all items in a lot must be bid on to be a responsible RESPONDER considered for award.
- N. **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.

- 0. **Or Equivalent:** Items that are not of the specified brand but comply with the standards met by the specified brand. The "Or Equivalent" brand must meet the fit and function of the specified brand.
- P. **Order Quantities and Pricing:** Unit pricing for the items listed in this bid shall be reflective of the unit of measure of "each." This bid expressly prohibits "minimum order quantity" practices. All invoices shall reflect the pricing for the exact quantities received.
- Q. **Purchasing and Finance Manager:** The Nye County Purchasing & Finance Manager 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. **SUCCESSFUL RESPONDER:** RESPONDER who is the lowest responsive and responsible RESPONDER, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.

3. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please call Honey Strozzi, Purchasing and Contracts Administrator, at (775) 482-8144 or via email at hstrozzi@co.nye.nv.us.

4. CONTACT WITH COUNTY DURING BIDDING PROCESS

Communication between a RESPONDER and a member of the BOCC or between a RESPONDER 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 RESPONDER 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

No pre-bid conference is being held for this bid.

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. RESPONDER shall take no advantage of any apparent error or omission in the Bidding Documents. In the event RESPONDER discovers such an error or omission; they 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, certified mail, fax, online or pick up by all prospective RESPONDERS.

- D. Prior to submission of the bid, RESPONDER shall ascertain that it has received all Addenda issued. RESPONDER 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

RESPONDERS 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) 482-8144 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. If there is no cost for a unit price, the RESPONDER MUST enter "0" or write the words "NO COST."

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. DESCRIPTIVE LITERATURE

RESPONDER is to provide the latest printed specifications and advertising literature on the product(s) offered on its Bid Form.

11. PRODUCTS

SUCCESSFUL RESPONDER shall guarantee that the product provided to COUNTY shall be new, and of the latest and most improved model of current production and shall be of first quality as to workmanship and materials used in said units. All items may contain recycled content materials.

A new product is defined as a product that is made up completely of unused, genuine, original parts and/or recycled content materials. The product shall not have been operated for any purpose other than routine operational testing. A demonstrator product does not meet this definition and is not acceptable.

12. DISCOUNT TERMS OF PAYMENT

Terms of payment, as listed on the Bid Form, shall be defined as the amount of discount offered by RESPONDER 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 RESPONDER is thirty calendar days or more.

13. DEVIATIONS TO TERMS AND CONDITIONS

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

14. 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.

15. RESPONDER'S REPRESENTATION

Each RESPONDER by submitting their bid represents that:

- A. RESPONDER 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 RESPONDER' s offer may expire at the end of the ninety-day period.
- B. RESPONDER 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, RESPONDER shall ascertain that it has received all Addenda issued; RESPONDER 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.

16. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of RESPONDER and the bid number and title. RESPONDERs are requested to submit one original and two copies of the Bid Form and two copies of all requested attachments unless otherwise specified. 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.**

Bids will be received by the COUNTY at the Nye County Purchasing, Express or Hand Delivery at 2101 E. Calvada Blvd Ste 200 Pahrump, Nevada 89048, until 2:00 P.M. on December 2, 2021. Bids received

after the deadline will not be honored, regardless of when postmarked or sent. Bid opening will commence at 2:00 P.M. on December 2, 2021, at the Nye County Purchasing, 2101 E. Calvada Blvd Ste 200, Pahrump, Nevada 89048; Envelopes containing the bids must be sealed and addressed to the Nye County Purchasing, Attn: Honey Strozzi, Purchasing and Contracts Administrator, Express or Hand Delivery at 2101 E. Calvada Blvd Ste 200, Pahrump, Nevada 89048, until 2:00 P.M. on December 2, 2021, and labeled: "BID #2021-12, THERMAL IMAGING CAMERA SYSTEM."

Regardless of the method used for delivery, RESPONDER 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.

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

17. 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 RESPONDER.

18. WITHDRAWAL OF BID

A. Before Bid Opening

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

19. LOWEST RESPONSIVE AND RESPONSIBLE RESPONDER

All bids will be awarded to the lowest responsive and responsible RESPONDER. The determination of the lowest responsive and responsible RESPONDER may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, availability of repair parts, 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 SUCCESSFUL RESPONDER 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(3), COUNTY may re-award CONTRACT if during the term of the

contract SUCCESSFUL RESPONDER does not supply goods or services in accordance with the bid specifications, or if SUCCESSFUL RESPONDER repudiates the contract or breaches the contract. Re-awarding the CONTRACT by COUNTY is not a waiver of any liability of the initial RESPONDER awarded CONTRACT.

20. 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 RESPONDER 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.

21. DISQUALIFICATION OF RESPONDERS

RESPONDERS 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 RESPONDERS.
- D. Unauthorized alteration to content of the Bid Form.
- F. Failure to acknowledge all Addenda issued.

22. TIE-BIDS

A tie-bid is defined as an instance where bids are received from two or more RESPONDERS who are the low RESPONDERS 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 RESPONDER 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, RESPONDERS 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.

23. NOTIFICATION OF INTENT TO AWARD

COUNTY will issue to all RESPONDERS a formal letter of "Notification of Intent to Award." This notice will confirm COUNTY'S determination of the lowest responsive and responsible RESPONDER.

24. PROTESTS

- A. Any RESPONDER 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 protester. Within three business days of receipt of the decision, a protester 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 protester 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 protester 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. RESPONDER 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 RESPONDER 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 RESPONDER 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 RESPONDER 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 RESPONDER 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.

25. METHOD OF AWARD

Award will be made to the lowest responsive and responsible RESPONDER 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.

26. LETTER OF AWARD

Award of this bid will be by "Letter of Award" issued by the Grants and Contracts Manager. CONTRACT shall include Bidding Documents, SUCCESSFUL RESPONDER'S Bid Form, all Addenda, SUCCESSFUL RESPONDER'S bonds and insurance and Notice of Award Letter.

27. TERM OF CONTRACT

The term of CONTRACT shall be dependent on the stated amount of time in the SUCCESSFUL RESPONDERS bid response.

28. INSURANCE

SUCCESSFUL RESPONDER 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.

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

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

29. FAILURE TO MAINTAIN COVERAGE

If SUCCESSFUL RESPONDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order SUCCESSFUL RESPONDER to stop the work, declare SUCCESSFUL RESPONDER 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 SUCCESSFUL RESPONDER or deduct the amount paid from any sums due SUCCESSFUL RESPONDER under CONTRACT.

II - GENERAL CONDITIONS
BID NO. 2021-12
THERMAL IMAGING CAMERA SYSTEM

I. ASSIGNMENT OF CONTRACTUAL RIGHTS

SUCCESSFUL RESPONDER will not assign, transfer, convey or otherwise dispose of CONTRACT or is 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 SUCCESSFUL RESPONDER is subject to review by COUNTY to insure CONTRACT compliance. SUCCESSFUL RESPONDER 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 SUCCESSFUL RESPONDER. 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, RESPONDERS 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 RESPONDER and may not be considered for award.

5. COLLECTION AND PAYMENT OF SALES TAX

In accordance with NRS 372.123, any RESPONDER 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 RESPONDERS and prospective RESPONDERS acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such RESPONDERS void.

Advance disclosures of any information to any particular RESPONDER which gives that particular RESPONDER any advantage over any other interested RESPONDERS, 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. 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 SUCCESSFUL RESPONDER'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 SUCCESSFUL RESPONDER and the BoCC or their authorized representative.

8. DRUG-FREE WORKPLACE

SUCCESSFUL RESPONDER agrees to comply with all applicable state and federal laws regarding a drug-free workplace. SUCCESSFUL RESPONDER 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.

9. FEDERAL, STATE, LOCAL LAWS

All RESPONDERS 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.

10. 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.

11. FORCE MAJEURE

SUCCESSFUL RESPONDER 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. SUCCESSFUL RESPONDER shall provide COUNTY satisfactory evidence that nonperformance is due to a cause other than fault or negligence on SUCCESSFUL RESPONDER's part.

12. 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.

13. 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 SUCCESSFUL RESPONDER. 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 RESPONDERs
5. Federal Requirements (if applicable)
6. Special Conditions
7. Technical Specifications

14. INDEMNITY

SUCCESSFUL RESPONDER 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 SUCCESSFUL RESPONDER or its principals, employees, subcontractors or other agents while performing services under CONTRACT. SUCCESSFUL RESPONDER 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.

15. 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 delivery of the product or completion of the work. Invoices for payment not submitted within 90 calendar days 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 SUCCESSFUL RESPONDER submits after six months from the date SUCCESSFUL RESPONDER 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

SUCCESSFUL RESPONDER 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 SUCCESSFUL RESPONDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL RESPONDER as non-responsible if responding to future invitations to bid.

19. INVOICE AUDITS

SUCCESSFUL RESPONDER 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 SUCCESSFUL RESPONDER'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 SUCCESSFUL RESPONDER to update the report no later than five business days after notification by COUNTY. In the event that SUCCESSFUL RESPONDER undercharged COUNTY, COUNTY shall reimburse SUCCESSFUL RESPONDER within ten business days. In the event that SUCCESSFUL RESPONDER overcharged COUNTY, SUCCESSFUL RESPONDER shall reimburse COUNTY within ten business days. If overcharges are found, COUNTY may declare SUCCESSFUL RESPONDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL RESPONDER as non-responsible if responding to future invitations to bid.

20. NON-DISCRIMINATION

The BoCC is committed to promoting full and equal business opportunity for all persons doing business in Nye County. SUCCESSFUL RESPONDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL RESPONDER 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 SUCCESSFUL RESPONDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL RESPONDER as non-responsible.

21. NON-ENDORSEMENT

As a result of the selection of SUCCESSFUL RESPONDER to supply goods or services, COUNTY is neither endorsing nor suggesting that SUCCESSFUL RESPONDER's service is the best or only solution. SUCCESSFUL RESPONDER 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.

22. PARTIAL PAYMENTS

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

23. PATENT INDEMNITY

A. SUCCESSFUL RESPONDER 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 SUCCESSFUL RESPONDER, or out of the processes or actions employed by, or on behalf of SUCCESSFUL RESPONDER in connection with the performance of CONTRACT. SUCCESSFUL RESPONDER 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 SUCCESSFUL RESPONDER upon becoming aware of such claims or actions and provided further that SUCCESSFUL RESPONDER's aforementioned obligations shall not apply to equipment, materials or processes furnished or specified by COUNTY.

B. SUCCESSFUL RESPONDER 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.

24. 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.

25. PURCHASE ORDERS

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

26. RIGHT OF INSPECTION AND REJECTION

All goods and services purchased under this bid will be subject to inspections, tests and approval/acceptance by COUNTY. It is acknowledged that many of the goods contained in closed packages may not be inspected until such time as they are used and that the inspections and rejection rights will continue until those packages are opened and inspected, prior payment notwithstanding. If specifications or warranties are not met, material and equipment will be returned at SUCCESSFUL RESPONDER's expense. Nonconforming goods may be returned to SUCCESSFUL RESPONDER freight collect, at which time risk of loss will pass to SUCCESSFUL RESPONDER upon COUNTY's delivery to common carrier, or retrieved by SUCCESSFUL RESPONDER, at which time risk of loss will pass to SUCCESSFUL RESPONDER at time of retrieval.

27. 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.

28. SUBCONTRACTS

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

29. SUBCONTRACTOR/INDEPENDENT CONTRACTOR

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

30. SUSPENSION BY THE COUNTY FOR CONVENIENCE

- A. COUNTY may, without cause, order SUCCESSFUL RESPONDER 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 SUCCESSFUL RESPONDER for an aggregate period in excess of sixty (60) calendar days, SUCCESSFUL RESPONDER shall be entitled to an equitable adjustment of the compensation payable to SUCCESSFUL RESPONDER under this bid to reimburse SUCCESSFUL RESPONDER 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 SUCCESSFUL RESPONDER is responsible.

31. 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.

32. TERMINATION FOR CAUSE

If SUCCESSFUL RESPONDER 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 SUCCESSFUL RESPONDER. 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 SUCCESSFUL RESPONDER shall be liable to COUNTY for any excess cost or other expenses incurred by COUNTY.

33. 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.

34. 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.

35. 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 Supplier.

36. WARRANTY

SUCCESSFUL RESPONDER warrants that the goods and services covered under this bid will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable and of good material and workmanship, free from defects and will be fit and sufficient for the purposes intended. SUCCESSFUL RESPONDER shall guarantee all workmanship, goods and equipment they have furnished for a period of one year after the final payment of the contract or materials or for the length of the current manufacturer's warranty, whichever is longer. If during the guarantee period, any defect or faulty goods and equipment are discovered, it shall immediately, upon notification by COUNTY, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. Acceptance or receipt of payment for goods or services shall not constitute a waiver of any warranty.

37. LICENSES

SUCCESSFUL RESPONDER shall possess any and all applicable and valid Town, County, and State or Federal licenses for said project. SUCCESSFUL RESPONDER shall provide a copy of any license within ten days of request from COUNTY.

38. FICTICIOUS CERTIFICATIONS

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

III - SPECIAL CONDITIONS
BID NO. 2021-12
THERMAL IMAGING CAMERA SYSTEM

1. DOCUMENTATION SUBMITTAL REQUIRED BY SUCCESSFUL RESPONDER

SUCCESSFUL RESPONDER 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, including government agencies, for which SUCCESSFUL RESPONDER 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 OBA Certificate and/or Contractor's License.

2. SERVICE PROVIDER REQUIREMENTS

SUCCESSFUL RESPONDER'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

SUCCESSFUL RESPONDER 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 SUCCESSFUL RESPONDER's employee upon submitting proper justification, should such action be considered necessary to the best interests of COUNTY.

5. FURNISHING SUPERVISION OF EMPLOYEES

SUCCESSFUL RESPONDER shall furnish at its expense the supervision required to ensure the necessary management of its personnel and the functions involved in the scope of work.

6. SUPPLIER'S STOCK

SUCCESSFUL RESPONDER shall 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) specified in this bid.

7. RESPONSIBILITY FOR WORK SECURITY

- A. SUCCESSFUL RESPONDER 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. SUCCESSFUL RESPONDER 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. SUCCESSFUL RESPONDER 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. SUCCESSFUL RESPONDER shall comply with all applicable laws and regulations. SUCCESSFUL RESPONDER 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 SUCCESSFUL RESPONDER of its responsibility for maintaining proper security for the above- noted items, nor shall it be construed as limiting in any manner SUCCESSFUL RESPONDER's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- C. SUCCESSFUL RESPONDER 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

The activities prohibited by SUCCESSFUL RESPONDER's employees during the performance of services include, but are not limited to, the following: using COUNTY's property and equipment (coffee pots, microwaves, radios, televisions, VCRs, refrigerators, calculators, computers, printers, fax machines, copy machines, etc.); eating COUNTY employees' food from break rooms or elsewhere; or placing personal or business long distance and directory assistance phone calls on COUNTY phones. **Being under the influence of or use of alcohol or drugs while on COUNTY's property is prohibited.**

9. KEYS/ACCESS CARDS

SUCCESSFUL RESPONDER shall have full responsibility for protection of all keys/access cards furnished to SUCCESSFUL BIDDER and SUCCESSFUL RESPONDER's employees. SUCCESSFUL RESPONDER 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. SUCCESSFUL RESPONDER 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 SUCCESSFUL RESPONDER fail to surrender all keys/access cards upon completion or termination of CONTRACT, SUCCESSFUL RESPONDER shall be responsible for all costs associated with replacing these items.

10. DAMAGE TO COUNTY PROPERTY

SUCCESSFUL RESPONDER 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, SUCCESSFUL RESPONDER shall replace or repair the same at no cost to COUNTY. If damage caused by SUCCESSFUL RESPONDER has to be repaired or replaced by COUNTY, the cost of such work shall be deducted from monies due SUCCESSFUL RESPONDER.

11. PERFORMACE REQUIREMENTS

County considers SUCCESSFUL RESPONDER 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 SUCCESSFUL RESPONDER, COUNTY is not in compliance with applicable laws,

regulations, or codes, SUCCESSFUL RESPONDER shall immediately notify COUNTY in writing and make recommendations to bring the buildings, facilities and equipment up to standard.

12. AIR POLLUTION

SUCCESSFUL RESPONDER 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.

13. STORAGE OF MATERIALS

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

14. CLEANING UP

SUCCESSFUL RESPONDER shall at all times keep the work area in a neat, clean and safe condition. Upon completion of any portion of the work, SUCCESSFUL RESPONDER 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, SUCCESSFUL RESPONDER 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 SUCCESSFUL RESPONDER shall leave the premises and work site in a neat, clean and safe

condition. In the event of SUCCESSFUL RESPONDER'S failure to comply with the foregoing, COUNTY may accomplish the same at SUCCESSFUL RESPONDER's expense.

15. PROGRESSIVE PLAN FOR DEALING WITH POOR PERFORMANCE OF SUCCESSFUL RESPONDER

- A. COUNTY representative will contact SUCCESSFUL RESPONDER either verbally or in writing to describe any deficiencies.
- B. If unresolved or if additional related deficiencies occur, COUNTY representative will contact SUCCESSFUL RESPONDER 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 SUCCESSFUL RESPONDER 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 SUCCESSFUL RESPONDER is terminated for cause, SUCCESSFUL RESPONDER 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 SUCCESSFUL RESPONDER being declared non-responsible on bidding or quoting efforts submitted during the twelve (12) month timeframe.

IV - TECHNICAL SPECIFICATIONS
BID NO. 2021-12
THERMAL IMAGING CAMERA SYSTEM

I. INTENT

Nye County is soliciting proposals from qualified vendors for a Noptic Thermal Imager Led Patrol Vehicle or equal.

2. SCOPE OF WORK

- Noptic Thermal Imager Led Patrol Vehicle Spotlight or equal.
- 3 year warranty
- Winning RESPONDER must have trained experienced field rep to train on both installation and product operation
- Winning RESPONDER must provide tech support with a direct, trained representative

**V - BID FORM
 BID NO. 2021-12
 THERMAL IMAGING CAMERA SYSTEM**

CONDITIONS FOR BIDDING

The RESPONDER shall follow specifications sheets for items bid, or list exceptions.

Each proposal shall be made on the attached bid form and must include the signature of the owner or authorized officer/s of organization submitting said bid and the complete mailing address of said organization. Any exceptions to these specifications must be noted and any supplementary or supportive materials may be attached. Equal or substitute bid will be considered.

Bids are to be submitted in a sealed opaque envelope, clearly marked Bid No. 2021-12

THERMAL IMAGING CAMERA SYSTEM

The RESPONDER shall supply warranty information.

Nye County reserves the right to reject any or all bids.

These specifications must be returned with the bid proposal. Any and all exceptions to the specifications outlined herein must be noted on this bid specification and thoroughly explained in the bid proposal. It will be the responsibility of Nye County to determine if a substitution to the specification is considered "equal to". The RESPONDER must provide with any exceptions, detailed specifications so that Nye County can make the necessary comparisons to make a proper decision. Failure to do so may result in rejection of your bid for noncompliance. Exceptions must be noted on the spec sheet.

All bids will be awarded to the lowest responsive and responsible RESPONDER. The determination of the lowest responsive and responsible RESPONDER may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, availability of repair parts, 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 SUCCESSFUL RESPONDER during the term of CONTRACT, but these offers will not be part of the determination for award of this bid unless otherwise specified.

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

Unit	Qty	Price (per unit)
THERMAL IMAGING CAMERA SYSTEM	1	

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

Name of RESPONDER: _____

Manufacturer: _____

Signed by: _____ Title: _____

Address: _____

City; _____ State: _____

Phone: _____

E Mail Address: _____

Total Bid Amount for one (1) Noptic Thermal Imager Led Patrol Vehicle Spotlight or equal:
\$ _____

This form must be completed for the bid to be accepted. If not completed, the bid will be considered non-responsive and not considered.

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

Calendar Days for Completion of Order _____

RESPONDER 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. _____

RESPONDER 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. RESPONDER 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.

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:** _____

**VI - ATTACHMENT 1
BID NO. 2021-12
THERMAL IMAGING CAMERA SYSTEM**

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, RESPONDERS SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL.

1. FORMAT/TIME

SUCCESSFUL RESPONDER shall provide COUNTY with Certificates of Insurance for coverage as listed below, and endorsements affecting coverage required by this bid within ten calendar days after the issuance of Letter of 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 insured except on workers' compensation insurance coverage. SUCCESSFUL RESPONDER's insurance shall be primary as respects COUNTY, its officers and employees.

4. ENDORSEMENT/CANCELLATION

SUCCESSFUL RESPONDER's Commercial General Liability and Automobile Liability Insurance policy shall be endorsed to recognize specifically SUCCESSFUL RESPONDER'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, SUCCESSFUL RESPONDER 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, SUCCESSFUL RESPONDER 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 SUCCESSFUL RESPONDER and any auto used for the performance of services under CONTRACT.

9. WORKERS' COMPENSATION

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

11. ADDITIONAL INSURANCE

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

12. DAMAGES

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

13. COST

SUCCESSFUL RESPONDER 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 RESPONDERS section of this bid for the appropriate mailing address.

15. INSURANCE FORM INSTRUCTIONS

The following information must be filled in by SUCCESSFUL RESPONDERS's Insurance

Company representative:

- A. Insurance Broker's name, complete address, contact name, telephone and fax numbers.
- B. SUCCESSFUL RESPONDER'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. 2021-12, **Thermal Imaging Camera System**" must be identified on the initial insurance form and each renewal form.
- H. Certificate Holder
 - Nye County
 - c/o Purchasing Department
 - P.O. Box 3999
 - Tonopah, NV 89049
- I. Appointed Agent Signature to include license number and issuing state.