

**INVITATION TO BID**

**NOTICE** is hereby given that the Board of Commissioners of Humboldt County, Nevada is accepting bids for: **ROCK CRUSHING @ REINHART PIT IN PARADISE VALLEY**

**SPECIFICATIONS**, terms and conditions may be obtained from the office of the Humboldt County Administrator, Courthouse, Room 205, Winnemucca, Nevada 89445. Bids must be submitted in accordance with the specifications, terms and conditions.

**SEALED BIDS** shall be submitted to the Humboldt County Clerk, Courthouse, Room 207, Winnemucca, NV 89445, by not later than 10:00 a.m. on Thursday, September 28, 2017. Bidders mailing their bids assume the risk of late delivery. Bids received after the date and time set for receipt will be rejected. Bids must be SEALED and CLEARLY MARKED: **"BID – ROCK CRUSHING @ REINHART PIT IN PARADISE VALLEY"**

**BID OPENING** will be held publicly at 10:00 a.m. on Thursday, September 28, 2017 at the office of the Humboldt County Clerk.

**BID/CONTRACT AWARD** will be considered at the next regular meeting of the Humboldt County Board of Commissioners.

(COUNTY SEAL)

*Ben Garrett*

\_\_\_\_\_  
BEN GARRETT

ROAD SUPERINTENDENT \_\_\_\_\_

Title

*9-12-17*

\_\_\_\_\_  
Date

Publish: HUMBOLDT SUN – September 16<sup>TH</sup> & 20<sup>TH</sup>, 2017

## PROPOSAL SUMMARY

**BID TITLE: ROCK CRUSHING @ REINHART PIT IN PARADISE VALLEY FOR THE ROAD DEPARTMENT**

**INSTRUCTIONS:**

Price your proposal based on the following format. If additional space is required, attach a supplemental page to this form.

1. Bidder Information:

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Telephone # (Area Code) \_\_\_\_\_ No. \_\_\_\_\_  
 Fax # (Area Code) \_\_\_\_\_ No. \_\_\_\_\_  
**Humboldt County Business License Number:** \_\_\_\_\_  
 Date Issued: \_\_\_\_\_  
 Date of Expiration: \_\_\_\_\_  
 Name of Licensee: \_\_\_\_\_  
 City, State, Zip Code of Licensee: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone Number of Licensee: \_\_\_\_\_  
 Taxpayer Identification Number: \_\_\_\_\_

2.

AREA	PRODUCT	PRICE PER CUBIC YDS	TOTAL
Reinhart Pit/Paradise Valley			

STATE OF NEVADA     )  
                                  )SS  
HUMBOLDT COUNTY    )

\_\_\_\_\_ being first duly sworn,  
deposes and says: That he/she is the Bidder, or authorized agent of the Bidder for whom  
the aforesaid described product(s) or service(s) is to be provided by; that he/she has read  
the foregoing Documents and understands the terms, conditions, and requirements  
thereof;

**BIDDER:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
(Printed Name of Bidder)

**TITLE:** \_\_\_\_\_

**FIRM:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State: Zip Code:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ (        )        -       

\_\_\_\_\_  
(Signature of Bidder)

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

Signed and sworn to before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary's Signature

My Commission Expires: \_\_\_\_\_ Notary Public for the State of \_\_\_\_\_

\*\*\*END OF DOCUMENT\*\*\*

# EXCEPTION SUMMARY

**INSTRUCTIONS:** Use this form to record any deviations, modifications, and/or alternates proposed to the bid documents. Indicate the page number and number corresponding to the item(s) for which you are taking an exception(s). If additional space is required, use your company letterhead and attach as an integral part of this bid. Bidders are required to sign and date all supplements attached or enclosed with/to these bid documents.

**STATEMENT OF COMPLIANCE:** Do the materials, products, and/or services that you are proposing, meet or exceed the requirements set forth in these bid documents?  Yes,  No. If a No answer is indicated, clarify below each and every exception taken to these documents. FAILURE TO DO SO MAY BE JUSTIFICATION FOR REJECTION OF BID.

**EXCEPTIONS:**

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\*\*\*END OF DOCUMENT\*\*\*

## **GENERAL TERMS AND CONDITIONS**

### **1 GENERAL**

- 1.1 The terms, conditions and specifications contained in these bid documents shall be considered the minimum standard acceptable to the Humboldt County Road Department. Any deviations, modifications or alternates proposed hereto shall be specific and clarified by the bidder, in writing, using the EXCEPTION SUMMARY form attached hereto.
- 1.2 As used in this clause, the term "brand name" includes identification of products by make and model. Items called for by this bid document have been identified by a "brand name" or equal, such identification is intended to be descriptive but not restrictive, and is to indicate the quality and characteristics of the product(s) that will be acceptable to the Humboldt County Road Department.
- 1.3 Only new equipment/materials/accessories shall be proposed under this bid. Bidding of demonstrator, used equipment / materials / accessories shall be specifically prohibited.
- 1.4 Equipment/materials/accessories shall be of current design and manufacture. Equipment/materials/accessories furnished by the bidder having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by the bidder at no cost to the Humboldt County Road Department, or its joiners. Should the Humboldt County Road Department receive any product(s) and/or material(s) not conforming to the requirements of these bid documents, they shall be returned and replaced at the bidder's expense.
- 1.5 All equipment/materials/accessories/services proposed and furnished must comply with the most current OSHA, NOSHA, EPA, federal, state and local laws, regulations, ordinances and/or statutes applicable thereto.
- 1.6 Invitations to bid which specifically specify "USED" equipment, materials and/or accessories will be excluded from the foregoing provisions of Sections 1.3 - 1.5.
- 1.7 The evaluation of bids and the determination as to the quality of the product(s) or services offered shall be the responsibility of the Humboldt County Road Department and will be based on information furnished by the bidder in his/her proposal, as well as other information reasonably available.

### **2 PREPARATION OF BIDS**

- 2.1 Bids shall be submitted on forms attached hereto and made an integral part hereof and presented according to the instructions for SUBMISSION OF BIDS.
- 2.2 Bidders are expected to examine these documents carefully. Failure to do so will be at the bidder's risk.
- 2.3 Bidders are urged to proofread their bids carefully for any errors.
- 2.4 Any irregularities or lack of clarity in any of the bid documents should be brought to the attention of the Humboldt County Road Department as soon as possible so that corrective addenda may be furnished to all bidders.
- 2.5 Alterations or erasures shall be crossed out and the corrections thereof printed in ink or typewritten adjacent thereto. Any corrections must be initialed, in ink, by each person signing the bid.
- 2.6 In the case of a difference between written words and figures, the amount stated in written words shall govern.
- 2.7 In the case of a difference between a unit price and the extended price, the unit price shall govern.

## GENERAL TERMS AND CONDITIONS

### 3 SUBMISSION OF BIDS

- 3.1 All bid documents (**this bid packet in its entirety**) and addenda thereto shall be intact and enclosed in a sealed envelope addressed to the Humboldt County Clerk's Office, Courthouse Room 207, 50 West Fifth Street, Winnemucca, Nevada 89445.
- 3.2 All bids must be **SEALED** and clearly marked as specified on the INVITATION TO BID attached hereto.
- 3.3 All bids received after the date and time set for receipt will be **REJECTED**.
- 3.4 Bids may be modified by written notice, provided such notice is received prior to the date and time set for receipt of bids.
- 3.5 Faxed bids and bid modifications will not be accepted.

### 4 WITHDRAWAL OF BIDS

- 4.1 Bids may be withdrawn by written notice, provided such notice is received prior to the date and time set for receipt of bids.
- 4.2 Notice of withdrawals received after the bid opening will not be considered.

### 5 BONDING REQUIREMENTS

- 5.1 When a bid bond is specified on the INVITATION TO BID, bid shall be accompanied by a surety company bid bond, cash or by certified or cashier's check made payable to Humboldt County in an amount not less than five (5%) percent of the amount bid.
- 5.2 Upon written notification of bid award, if successful bidder refuses to enter into a contract or if the successful bidder fails to furnish any payment/performance bond required under the SPECIFICATIONS attached hereto within fifteen (15) days after contract award, the amount of the bid security shall be forfeited to the Humboldt County Road Department as liquidated damages, not as a penalty.
- 5.3 Bid bonds of the three (3) lowest bidders will be retained until the successful bidder has received written notice of contract award and has filed any required performance/payment bonds, the specified time has elapsed so that bids may be withdrawn, or all bids have been rejected.

### 6 AWARD OF CONTRACT

- 6.1 The Humboldt County Road Department reserves the right to not select any bids if funding from the USDA is not secured through the present loan/grant process
- 6.2 The Humboldt County Road Department reserves the right to reject any or all bids or any part thereof, and to waive any informalities or irregularities.
- 6.3 The Humboldt County Road Department - reserves the right to withhold contract award for a period of forty-five (45) days from the date of bid opening.
- 6.4 The Humboldt County Road Department reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve the Department's best interest. Invitations to Bid identified on the basis of "All or Nothing" are excluded from this provision.

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## GENERAL TERMS AND CONDITIONS

- 6.5 The Humboldt County Road Department will award contract on the basis of the bid or bids most advantageous to the Department, and will do so pursuant to the provisions of the State of Nevada Local Government Purchasing Act, Chapter 332 of the Nevada Revised Statutes. In determining whether a bid is most advantageous, in addition to price, the County may consider the following:
- 6.5.1 The ability, capacity and skill of the bidder to perform the contract or provide the service required;
  - 6.5.2 Whether the bidder can perform the contract or provide the service promptly, and within the time specified without delay or interference;
  - 6.5.3 The character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - 6.5.4 The quality of performance on previous contracts;
  - 6.5.5 Previous compliance with laws or ordinances by the bidder;
  - 6.5.6 The financial responsibility of the bidder to perform under the contract or provide the service;
  - 6.5.7 The limitations of any license the bidder may be required to possess;
  - 6.5.8 The quality, availability and adaptability of the product or service;
  - 6.5.9 The ability of the bidder to provide future maintenance and/or service;
  - 6.5.10 The number and scope of conditions and exceptions attached to the bid; and
  - 6.5.11 The life cycle, maintenance and performance of the equipment or product being offered;
  - 6.5.12 The best interests of the public; and
  - 6.5.13 Any other basis as allowed by NRS Chapter 332 or by applicable law.
- 6.6 A written notice of contract award and/or purchase order, mailed or otherwise furnished by the Humboldt County Road Department to the successful bidder, is a binding contract without further action by either party and is contingent upon receipt of any required performance/payment bond. Only notices of contract award and/or purchase orders issued by the Humboldt County Road Department shall be honored as award of this bid.
- 6.7 The Humboldt County Road Department will notify all unsuccessful bidders, in writing, after the award of contract, and will return any surety held as provided by Section 5.3 of these TERMS AND CONDITIONS.
- 6.8 The work shall commence within five (5) calendar days after the date of the Notice to Proceed and shall be completed within one hundred and eighty (180) calendar days after the date of the Notice to Proceed.

## GENERAL TERMS AND CONDITIONS

### 7 DEFAULT OF CONTRACT

- 7.1 In case of default by the successful bidder, the Department may procure the product(s) or service(s) from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- 7.2 If necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment thereof shall be made at a proper adjustment in price.
- 7.3 Default by the bidder, in any manner, including failure or refusal to furnish any product(s) and or service(s) at the price and/or within the time specified in the bid, may be considered cause to commence with proceedings against any surety held and/or assess liquidated damages direct or consequential arising out of the failure of the bidder to perform under the contract.

### 8 BUSINESS LICENSE

- 8.1 The successful bidder and sub-contractors shall obtain the appropriate Humboldt County and/or City of Winnemucca business license within ten (10) business days of bid award.

### 9. PAYMENT

- 9.1 The Humboldt County Road Department agrees to provide timely payment to the successful bidder upon presentation of a complete and descriptive invoice, when performance under the contract has been completed and fulfilled on the part of the bidder to the satisfaction of the Humboldt County Road Department.

### 10 PROTEST OF AWARD OF CONTRACT

- 10.1 Pursuant to NRS 332.068, a person who submits a bid on a contract that is required to be advertised pursuant to paragraph (a) of subsection 1 of NRS 332.039 may, after the bids are opened and within the period specified by the governing body or its authorized representative, file with the governing body or its authorized representative a notice of protest regarding the awarding of the contract.
- 10.2 A notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.
- 10.3 A person filing a notice of protest may be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:
  - (a) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or
  - (b) Two hundred fifty thousand dollars.
- 10.4 A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.
- 10.5 A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.



## **GENERAL TERMS AND CONDITIONS**

- 10.6 A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.
- 10.7 If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

### **11 RIGHT OF JOINDER CONTRACTS**

**(NOTE: Joinder contracts not applicable on construction project bids and bids for used equipment/materials.)**

- 11.1 The Humboldt County Road Department shall act as the situs of this contract and reserves the right, pursuant to Nevada Revised Statutes, Chapter 332, Section 195, to allow other public entities, whose requirements and standards coincide herewith, to affect joinder contracts during the period of bid solicitation, evaluation, recommendation and award
- 11.2 Any entity, joining herewith, shall have and reserve any and all rights as stipulated for and in behalf of the Humboldt County Road Department, and shall be given equal consideration.
- 11.3 It shall be the intent and purpose for each public entity, joining herewith, to commit a purchase order and pay for such equipment, material(s), or product(s) by means of their individual accounting and purchasing departments.

### **12 INDEMNIFICATION**

- 12.1 The successful bidder shall be required to indemnify and hold Humboldt County, including its joiners, officers, employees and its agents, harmless from any liability with respect to, but not limited to, claims for damages as a result of bodily injury, sickness, disease, death or property damage arising or resulting from the bidder fulfilling his responsibilities according to the bid document and subsequent contract.

### **13 COPYRIGHTS AND PATENTS**

- 13.1 The successful bidder hereby guarantees that s/he will have full legal right of all processes, programs, methods, and techniques employed under the construction, production, and performance of the contract, and agrees to pay all rents, fees, and royalties of every description on any and all patents or patent rights, or copyrights, covering said processes, programs, methods or techniques.

### **14 GUARANTEE AND WARRANTY**

- 14.1 The successful bidder agrees that any warranty or guarantee as provided for herein or in the specifications shall not be considered as the exclusive remedy of the Humboldt County Road Department, or its joiners, for any default in any respect by the bidder, but such warranty or guarantee shall be considered to be in addition to any right or remedy hereunder or allowed by law, equity or statute.

## **GENERAL TERMS AND CONDITIONS**

### **15 FEES**

15.1 Any fees, such as title, transport or set-up fees, shall be included as part of the bid amount.

### **16 TAXES**

16.1 The Humboldt County Road Department, and its joiners, are tax exempt public entities and are not subject to federal excise, state or local taxes. Exemption numbers or certificates shall be furnished on request.

### **17 PRICE REDUCTIONS**

17.1 In the event that during the term of the contract the successful bidder shall reduce any or all prices charged to any or all customers other than the Humboldt County Road Department, or its joiners, for the same equipment of the equivalent quantity, quality, delivery, performance and warranty, as said equipment specified herein, the successful bidder(s) shall make an equivalent reduction for the Humboldt County Road Department, and its joiners, in corresponding prices.

### **18 COLLUSION, DISCRIMINATION AND/OR PRICE FIXING**

18.1 The bidder certifies that any and all prices with which s/he may charge under the terms of the contract do not, and will not, violate any existing federal, state or municipal laws or regulations concerning discrimination and/or price fixing. The bidder agrees to indemnify, exonerate, and hold the Humboldt County Road Department, and any of its joiners, harmless from liability for any such violation now and throughout the term of the contract.

### **19 ACKNOWLEDGMENT**

19.1 The successful bidder understands and acknowledges, when signing this bid solicitation, that if s/he fails to provide the product(s) and/or service(s) in accordance with the requirements of the delivery schedule, or if s/he fails to satisfy the requirements of these documents by not performing in accordance therewith, that such failure shall be deemed due to lack of action, or non-performance on the part of the successful bidder and that the penalties contained in these documents shall be applied. Further, s/he understands and acknowledges, that if such product(s) and/or service(s), supplied pursuant hereto, fail to meet or satisfy the requirements of any warranty or guarantee, provided by him/her, that any loss or cost incurred, due to the lack of action or non-performance on his/her part, may result in proceedings against surety, assessment of liquidated damages and/or litigation by the Humboldt County Road Department for relief therefrom.

### **20 FUNDING OUT CLAUSE**

20.1 In the event Humboldt County fails to obligate requisite funds for the ensuing fiscal year(s) for payment of amounts due against an agreement resulting from this solicitation, necessitating cancellation of the agreement, the successful proposer(s) shall agree to hold Humboldt County free from any charge or penalty. Any resultant contract is subject to the availability of appropriated funds.

### **21 INSURANCE REQUIREMENTS**

21.1 Successful proposer(s) shall procure and maintain Comprehensive or Commercial General Liability Insurance (occurrence form) covering personal injury, death, and property damage from a carrier licensed to do business in the State of Nevada with a Best rating of A.VII or above. Minimum acceptable policy limits shall be in an amount of not less than two million dollars (\$2,000,000), combined, single limit, occurrence based policy, in a form satisfactory to Humboldt County. A certificate of insurance evidencing

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said coverage shall be supplied by the successful proposer upon request, naming Humboldt County as an additional insured under the liability policy. The liability policy shall contain a provision that such policy shall not be cancelled until thirty (30) days prior written notice of cancellation has been received by the City.

- (1) Proposer shall, at its expense, obtain and keep in force a policy of fire, theft and other perils insurance covering its and the County's structures and contents.
- (2) Successful proposer shall upon request, deliver to Humboldt County evidence of worker's compensation as required by the State of Nevada.

**\*\*\*END OF TERMS AND CONDITIONS\*\*\***

## SPECIFICATIONS 2017 ROCK CRUSHING PROJECT

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- 1 GENERAL
  - a. Humboldt County is accepting bids for the crushing of rock in the Reinhart Pit in the Paradise Valley area.
  - b. The specifications provided herein shall be considered the minimum standards acceptable to Humboldt County
  - c. All work done under this contract shall comply with the most current OSHA, NOSHA, MSHA, NDEP, EPA, Federal, State and local laws, regulations, ordinances, and/or statutes applicable thereto.
  
- 2 DELIVERY
  - a. Delivery shall be within 180 days of receipt of notice to proceed.
  
- 3 PIT LOCATIONS
  - a. Selection of pit(s) for this project is at the discretion of Humboldt County.
  - b. Pit(s) is located approximately 2.7 miles Southeast of the intersection of Martin Creek Rd & Chimney Dam Rd on Chimney Dam Rd. T 42N, R 40E, Section 34. This is an established pit location.
  - c. Pit selection should be based on the ability to produce the product required. Other sites may be considered, but will be the contractor's responsibility to secure. Any royalties will be the responsibility of the contractor to pay.
  
- 4 ROCK CHARACTERISITICS
  - a. Rock produced shall be consistent with requirements for Type II-B aggregate as per "Standard Specifications for Public Works Construction", 1992 (The Orange Book) or subsequent revisions.
  - b. Type II-B
  - c. Minimum 35% fractured faces required.
  - d. Periodic sampling will be done to assure compliance with these requirements and all other requirements in the Orange Book for Type II-B material
  - e. All specifications in the Orange Book for Type II-B material shall apply whether mentioned in these specifications or not.
  
- 5 MENSURATION
  - a. Product shall be stockpiled in a pile in the form of a prism. It shall be of regular features so that determination of quantity can be made.

## SPECIFICATIONS 2017 ROCK CRUSHING PROJECT

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- 6 SELECTION
- a. Payment will be on the basis of cubic yards determined by mathematical determination of the pile in Section 5.1.
  - b. Humboldt County reserves the right to adjust quantities based on unit bid price.
  - c. No hauling by Humboldt County will take place until completion of this project.
  - d. There is \$99,000.00 in funds per location for this project. Bidders should identify the total cubic yards to be produced at the bid price to stay under the funding limit.
  - e. The bid will be awarded to the bidder who complies with these specifications and offers the most product.
- 7 MULTIPLE CRUSHING LOCATIONS
- a. The preferred project under this contract would produce roughly half of this material at both the Reinhart Pit and Eden Valley South Pit sites.
- 8 CLEAN UP
- a. Throughout all phases of construction, including suspension of work, and until final inspection, the contractor shall keep the work areas clean and free of rubbish and debris.
  - b. All clean up costs shall be absorbed by the contractor.
  - c. Contractor shall clean the site of debris and equipment within two (2) weeks following completion of work.
- 9 PERMITS AND ROYALTIES
- a. The contractor shall be responsible for obtaining all permits to produce this material.
  - b. The pit(s) identified are free-use for material used on Humboldt County roads. No royalties are required. Other site(s) may require payment of royalties, but if such a site is chosen no additional fees will be paid by Humboldt County.
- 10 CONTACT PERSON
- a. The contact person for this project is Ben Garrett, Road Superintendent. Phone number: 775-623-6416.