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**ADVERTISEMENT AND INVITATION TO BID**

**CHEMICAL PURCHASES AND DELIVERY**

**DOUGLAS COUNTY WEED CONTROL**

**Overview**

Douglas County, Nevada, is requesting bids from qualified vendors to supply and deliver chemicals to the Weed Control Division of Douglas County in accordance with the terms, conditions and specifications set forth in the Invitation to Bid.

**Advertisement for Invitation to Bid**

Title: Chemical Purchases and Delivery, Douglas County Weed Control

Objective: The Invitation to Bid is for Douglas County to purchase and receive delivery of chemicals to be used by the Douglas County Weed Control Division in the normal course of its operation, primarily weed killer and fertilizer. A list of the chemicals that may be ordered is provided in the “Product List” (Attachment A).

Submission Date/Time: **March 21, 2024, 9:00 a.m. (PDT)**

Submission: Sealed bids for the purchase and delivery of weed control chemicals will be received by Douglas County at the Douglas County Community Center, 1329 Waterloo Lane, Gardnerville, Nevada 89410 until **March 21, 2024** at **9:00** **a.m.** **(PDT)**, at which time the bids received will be opened publicly. Any bid received after **March 21, 2024** at **9:00 a.m.** **(PDT)** will not be opened or considered.

Contact Ryan Stanton

Parks Superintendent; Community Services Department

1329 Waterloo Lane

Gardnerville, NV. 89410

[rstanton@douglasnv.us](mailto:rstanton@douglasnv.us)

(775) 782-6243

Bid Documents Bid documents can be obtained from the Douglas County Website (<https://www.douglascountynv.gov/r_f_p__b_i_d_s>).

**Invitation to Bid**

1. **Special Terms and Conditions**

**1.1 Addenda, Changes, and Interpretations**

Any individual or entity submitting a bid in response to the advertisement is responsible to ensure that it has clarified any ambiguity, conflict, discrepancy, omission or other discovered error in this solicitation. Requests for such clarification must be received at least three (3) business days prior to the submission date. By submitting a bid, the SUBMITTER agrees and warrants that its questions have been answered or that it is otherwise satisfied that the documents are clear and unambiguous.

**1.2 Changes and Withdrawals**

SUBMITTER may change or withdraw its bid at any time prior to **March 21, 2024** at **9:00 a.m. (PDT)**. A SUBMITTER who makes changes to its bid or who withdraws its bid must do so in writing in the same manner as required for bid submission. No oral modifications will be allowed.

**1.3 Bid Costs**

Neither Douglas County nor its authorized representatives will be liable for any costs, expenses, attorney’s fees, loss of income or other damages sustained by a SUBMITTER who submits a response, whether or not the person files a Notice of Protest.

**1.4 Pricing and Delivery**

*Attachment A* contains a list of the products that are typically purchased by the Weed Control Division. SUBMITTERS must submit to the County a “not to exceed” price which represents the maximum “per unit” price that the SUBMITTER will charge Douglas County for each product. The cost of delivery **must** be included in the price.

Products can only be delivered when ordered by Douglas County in the quantities authorized in the delivery order. No shipment of products will be accepted or paid that have not been ordered for delivery. Quantities listed on *Attachment A – “Product List”* were based on prior year volume and should only be used by a Submitter as an estimate for the purposes of calculating the bid. The quantities may not represent the quantities that will actually be ordered by Douglas County over the term of the contract. The County will order the products in the quantities needed based on its needs. The bid price submitted on *Attachment A – “Product List”* will be used as the price for all weekly or bi-weekly quantity orders.

The successful SUBMITTER must guarantee product delivery within five (5) working days of receiving an order from Douglas County, unless an exception is otherwise authorized by Douglas County staff at the time the order is placed.

**1.5 Substitutions**

No substitutions of products from the product list will be allowed unless approved in advance by Douglas County staff.

**1.6 Orders**

Douglas County staff will order products weekly or bi-weekly in the quantity needed as determined by staff. SUBMITTER understands that the quantities identified in *Attachment A – “Product List”* may not represent the actual amount of product ordered by Douglas County staff.

**1.7 Payment for Products**

If Douglas County enters into a purchase order agreement with a SUBMITTER, the SUBMITTER shall submit invoices for product sold and delivered with their actual cost identified in SUBMITTER’s bid response. Douglas County will make prompt payments within 14 days of receiving the invoice.

**1.8 Mistakes**

Each SUBMITTER is responsible for reviewing all contract and bid documents carefully. The submission of a bid shall be construed as the SUBMITTER’s acknowledgement that it has full knowledge of the products that are to be sold, the contract to be entered into and the bid documents provided.

**1.9 Purchase of Products At the Discretion of Douglas County**

Douglas County retains discretion to purchase or not purchase any of the products listed on *Attachment A* *– “Product List”* based upon the needs of Douglas County during the effective period of the contract with SUBMITTER.

**1.10 Agreement Period**

The SUBMITTER that is selected in response to this invitation to bid will enter into a contract with Douglas County, subject to approval by the County’s Board of County Commissioners, for a period of one year with an option to extend the contract for an additional year upon mutual agreement of the parties.

**1.11 Cost Adjustments**

The cost quoted in the Bid Form (Attachment B) shall be firm for the term of the contract and shall include the cost for delivery. No cost increases shall be accepted during this time period. Douglas County understands that the industry standard wholesale cost at which SUBMITTERS buy the product may vary and affect the overall cost of the product to Douglas County. SUBMITTERS should consider this when providing pricing in their bids.

1. **SUBMITTER Selection Process**

**2.1 Submittal requirements**

Each SUBMITTER is responsible for ensuring that it has provided documentation and information sufficient to establish that it is qualified to provide the products listed on the Product List (Attachment A). Each SUBMITTER is also responsible for ensuring that its bid arrives within the time prescribed and at the place indicated in the advertisement and invitation to bid. Any bid received after the date and time prescribed for opening, or not submitted to the correct location or in the manner designated herein, will not be accepted.

**2.2 Review of Submittals**

Douglas County staff will review all timely submittals for compliance and completeness. Staff may seek additional pertinent information regarding the SUBMITTER’S qualifications. Douglas County reserves the right to waive any minor informalities in the SUBMITTER’S documents. Douglas County reserves the right to reject all bids received.

**2.3 Notice of Intent to Recommend Award**

Douglas County Community Services staff will review all timely submitted bids. The contract will be awarded to the lowest responsive and responsible SUBMITTER in accordance with NRS 332.065(2). Based on its review, if an acceptable bid is identified, staff will post a Notice of Intent to Recommend Award on the Douglas County website (<https://www.douglascountynv.gov/r_f_p__b_i_d_s>). All SUBMITTERS are responsible for regularly checking the aforementioned website for such postings. A SUBMITTER’S failure to check the website in a timely manner, or to stay informed of postings, shall not constitute grounds to extend the protest period set forth below.

**2.4 Protest Process**

Any SUBMIITTER may, after the bids are opened and within ten (10) calendar days of the date on which the Douglas County Community Services staff issues a Notice of Intent to Recommend Award, file with the Douglas County Community Services Department a Notice of Protest in accordance with NRS 332.068. A SUBMITTER who files a Notice of Protest shall be required, 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, in an amount equal to the lesser of: twenty five percent of the total value of the bid submitted by the person filing the notice of protest or two hundred fifty thousand,

**3. Miscellaneous**

**3.1 Recycled Products**

In accordance with NRS 332.066(1)(a), Douglas County will give preference to a bid to provide recycled products if: 1) the product(s) meet the applicable standards; 2) the product(s) can be substituted for comparable non-recycled products; and 3) the products do not cost more than comparable nonrecycled products. In accordance with NRS 332.066(1)(b), Douglas County may give preference to a bid to provide recycled products if: 1) the product(s) meet the applicable standards; 2) the product(s) can be substituted for comparable non-recycled products; and 3) the products do not cost more than 5 percent more than the comparable nonrecycled products.

**3.2 Certification of Non-Boycott of Israel**

In accordance with NRS 332.065(4), Douglas County will not enter into a contract with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel. For additional information, please review NRS 332.065(4) and (5).

**4.0 BID Checklist**

Submit the sealed bid by **March 21, 2024 at 9:00 a.m.** **(PDT)** to:

Ryan Stanton

1329 Waterloo Lane

Gardnerville, NV. 89410

Be sure that your bid packet includes:

1. Attachment A: Product List with signed attestation
2. Attachment B: Completed Bid Form

**Attachment A**

[*Product List – 2 attached pages*]

**Attachment B**

[*Bid Form – 5 attached pages*]