

Notice to Bidders

THIS IS NOT AN ORDER

ADVERTISED BID #0607-244 (2)
RELEASE DATE: July 17, 2007

SEALED BIDS must be submitted to **TRUCKEE MEADOWS WATER AUTHORITY (TMWA)**, in person to 1355 Capital Blvd., Reno, NV 89502 or by mail to P.O.Box 30013, Reno, NV 89520-3013, by not later than 3:00 p.m. on August 9, 2008. Bids received after the date and time set for receipt will be **REJECTED**.

BID OPENING will be held publicly at 3:10 p.m. on August 9, 2007 at 1355 Capital Blvd., Reno, NV 89502 .

BID AWARD is scheduled to be made by August 15, 2007.

PRICES must be quoted FOB Reno, Nevada.

ADDENDUMS will be posted to the TMWA web site at http://www.tmh2o.com/about_us/doingbusinesswithtmwa/. It is each bidder's responsibility to ensure that they have received all Addendum issued.

BID DOCUMENTS may be obtained from TMWA's web site at http://www.tmh2o.com/about_us/doingbusinesswithtmwa/.

SUMMARY

Truckee Meadows Water Authority (TMWA) Material Supply Bids

TMWA is accepting sealed bids for a cafeteria supply bid. TMWA intends to award this contract to all bidders who qualify for contract award as provided for in this bid. This bid covers supply categories commonly purchased by TMWA to ensure that our customers continually have water. The contract will be valid from the Award of contract until June 30, 2008 with the right to renew for five (5) additional years. Bids must be submitted in accordance with the Specifications related hereto.

Justine Chambers, Purchasing/Contracts Administrator

1 **NOTICE OF RIGHTS**

1.1 TMWA reserves the right to reject any or all bids or any part thereof, and to waive any informalities or irregularities.

1.2 TMWA reserves the right to require such surety as may be deemed necessary for the protection of TMWA, or to ensure the satisfactory performance of a contractor in accordance with the specifications and bid documents.

1.3 TMWA reserves the right to withhold award for a period of thirty (30) days from the date of bid opening. Therefore, responses to this bid shall be valid for a period of thirty (30) days from the date required for receipt of bids.

1.4 TMWA reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve TMWA's best interest. Bids identified on the basis of "**ALL OR NOTHING**" will be excluded from this provision.

1.5 TMWA, 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 upon request.

1.6 TMWA may require prior to bid award an onsite demonstration of any item proposed at bidder's expense.

1.7 The Purchasing/Contracts Administrator for TMWA, acting as the Administrator of this contract, may audit any and all records pertaining hereto. He shall have access to view all equipment and facilities utilized by the Contractor. Such access shall be to determine the ability of the Contractor to perform in accordance with the provisions of these documents.

1.8 **RIGHT OF JOINDER CONTRACTS:**

1.8.1 TMWA reserves the right, pursuant to Nevada Revised Statutes 332.195 to allow other public entities, whose requirements and standards coincide herewith, to join or use this contract throughout the term of this contract.

1.8.2 Any entity joining herewith shall have and reserve any and all rights held by TMWA herein and shall be given equal consideration.

1.8.3 TMWA shall require any public entity joining herewith to commit and pay for such equipment or product(s) by means of their individual accounting and Purchasing & Contracts Department.

2 **PREPARATION OF BIDS:**

2.1 Bids must be submitted in accordance with any document attached hereto and made an integral part hereof.

2.2 Bids must be submitted on forms supplied by TMWA and presented according to the instructions for the submission of bids.

2.3 Bidders are expected to examine these documents carefully. Failure to do so will be at the bidder's risk.

2.4 Bidders are urged to proofread their bids carefully for any errors.

2.5 Any irregularities or lack of clarity in any of the bid documents should be brought to the attention of the Purchasing/Contracts Administrator as soon as possible so that corrective addenda may be furnished to all bidders.

2.6 Alterations or erasures must 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.

2.7 In the case of a difference between written words and figures, the amount stated in written words shall govern.

2.8 In the case of a difference between a unit price and the extended price, the unit price shall govern.

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

2.10 If the bidder proposes to modify a product so as to make it conform to the requirements of this bid, he shall make a request prior to bid opening. Any request for modification will be approved or not-approved by addendum to all bidders.

2.10.1 TMWA reserves the right to accept or reject any or all alternatives or exceptions offered, based solely on the value of said alternatives or exceptions to TMWA.

2.11 **COLLUSION, DISCRIMINATION AND/OR PRICE FIXING:**

2.11.1 The bidder certifies that any and all prices which 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 TMWA, and any of its joiners, harmless from liability for any such .

3 SUBMISSION OF BIDS:

3.1 Acknowledgment:

3.1.1 The successful bidder understands and acknowledges, when signing this bid solicitation, that if he fails to provide the product(s) within the requirements of the delivery schedule, or if he fails to satisfy the requirements of these documents or any guarantee or warranty by not performing in accordance therewith, that such failure shall be deemed a material breach and TMWA may pursue all remedies available at law.

3.2 No bidder may assign any agreement resulting from award of this bid without the express written permission of the TMWA Purchasing/Contracts Administrator or designee.

3.3 All bidders must hold all valid licenses and permits required for the business they seek to perform prior to any bid being awarded. in which they operate.

However, possession of said license(s) is not a prerequisite for bidding.

3.4 The entire Proposal Summary shall be enclosed in a sealed envelope addressed to Truckee Meadows Water Authority (TMWA) Attention Justine Chambers:
(Physical Address) 1355 Capital Blvd., Reno, NV 89502 (775) 834-8056
(Mailing Address) P.O. Box 30013, Reno, NV 89520-3013

3.5 All signatures must be original. Copies will not be accepted.

3.6 All bids must be sealed. TMWA will not be responsible for the premature opening of a bid not properly addressed or identified. Clearly identify on the outside of the envelope the following information: The Contract Number, The Descriptive Project Name, The Date and Time the Submission is Due.

3.7 All bids received after the date and time set for receipt will be **REJECTED**.

3.8 No bids will be accepted by Facsimile transmission.

3.9 Bids may be modified by written notice provided such notice is received prior to the date and time set for receipt of bids. Facsimile modifications will not be accepted.

3.10 When a bid bond is required, said bond will be acceptable only in the form of a certified check, cashier's check, or a bond issued by a reputable solvent surety company authorized to do business in the State of Nevada.

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 APPEAL BY UNSUCCESSFUL BIDDER(S)

- 5.1 The Truckee Meadows Water Authority Contracts Division will post the recommendation for award of this Contract on the website: http://www.tmh2o.com/about_us/doingbusinesswithtmwa/. Any Bidder which submitted a bid to TMWA may protest the recommendation for award in accordance with the procedures set forth in NRS 338.142.
- 5.2 The protest must be submitted in writing to TMWA's Purchasing and Contracts Administrator. In addition to any other information required by law, the protest shall include the following information:
 - 5.3 The alleged violations(s) of:
 - 5.3.1 Contract Documents referencing page number, item, and paragraph.
 - 5.3.2 Nevada Revised Statutes referencing the specific chapter, section, and subsection.
 - 5.3.3 Local codes or ordinances referencing section number.
 - 5.4 Supporting documentation such as Nevada State Contractors Board licensing information or other detailed proof to substantiate the protest.
 - 5.5 The Bidder filing the protest shall, at the time the protest is filed, post a bond with a good and solvent surety authorized to do business in the state of Nevada, or submit a cashiers check, money order, or certified check, to TMWA who will hold the bond or other security until a determination is made on the protest. The bond or other security submitted with the protest shall be in an amount equal to the lesser of 25 percent of the total Base Bid submitted by the Bidder filing the protest, or \$250,000.00.
 - 5.5.1 If the protest is upheld, the bond or other security will be returned to the Bidder who submitted the protest.
 - 5.5.2 If the protest is rejected, a claim may be made by TMWA against the bond or other security in an amount equal to the expenses incurred by TMWA because of the unsuccessful protest. Any money remaining after the claim has been satisfied will be returned to the Bidder who posted the bond or submitted the security.
- 5.6 The protest filed in accordance with these provisions operates as a stay of action in relation to award of the Contract until a determination is made by TMWA on the protest.
 - 5.6.1 An unsuccessful Bidder may not seek any type of judicial intervention until TMWA has made a determination on the protest and awarded the Contract.

5.6.2 TMWA will not be liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by a Bidder, whether or not the Bidder files the protest.

5.6.3 TMWA's Administrator of Purchasing and Contracts will promptly issue a decision in writing to the protester and any other intervening party. If the protester or any other intervening party wishes to appeal the decision rendered by TMWA's Administrator of Purchasing and Contracts to the TMWA Board, such appeal shall be made within 48 hours from receipt of the decision by submitting a notice of appeal in writing to TMWA's Administrator of Purchasing and Contracts.

5.6.4 An award recommendation will be made and presented to the Truckee Meadows Water Authority for a final decision.

5.7 TMWA will not consider protests unless the procedures specified in this Section are followed.

6 **AWARD OF CONTRACT**

6.1 TMWA will award the bid/contract on the basis of the bid or bids most advantageous in consideration of the criteria set forth in the State of Nevada Local Government Purchasing Act, Chapter 332 of the Nevada Revised Statutes. The evaluation of bids and the determination as to the quality of the product(s) offered shall be the responsibility of TMWA and will be based on information furnished by the bidder in his responding proposal, as well as other information reasonably available. In determining whether a bid is most advantageous, in addition to price, TMWA may consider the following:

6.1.1 The ability, capacity and skill of the bidder to perform the contract or provide the service required;

6.1.2 Whether the bidder can perform the contract or provide the service promptly, and within the time specified without delay or interference;

6.1.3 The character, integrity, reputation, judgment, experience and efficiency of the bidder;

6.1.4 The quality of performance on previous contracts;

6.1.5 Previous compliance of laws or ordinances by the bidder;

6.1.6 The financial responsibility of the bidder to perform under the contract or provide the service;

6.1.7 The limitations of any license the bidder may be required to possess;

6.1.8 The quality, availability, and adaptability of the product or service;

6.1.9 The ability of the bidder to provide future maintenance and/or service;

6.1.10 The number and scope of conditions attached to the bid; and

6.1.11 The life cycle, maintenance and performance of the equipment or product being offered.

6.2 A Purchase Order, faxed, mailed or otherwise furnished by the Purchasing & Contracts Department, to the successful bidder, is a binding contract without further action by either party.

6.3 After the award of bid, TMWA will post a notification of who the contract was awarded to on the web site: http://www.tmh2o.com/about_us/doingbusinesswithtmwa/. All money order's or cashier's checks received will be returned within two (2) weeks from award of contract.

7 TELEPHONE CONTACT:

7.1 Awardee(s) shall be required to maintain telephone service such that TMWA may contact or leave a message for the Awardee(s) or their designee at any time. Awardee(s) shall provide advance notice to TMWA Purchasing & Contracts of any change in telephone number.

8 HAZARDOUS SUBSTANCES AND MATERIAL:

8.1 Awardee(s) agrees to submit complete and up-to-date Material Safety Data Sheets, herein referred to as MSDS, as defined and prescribed in 29 C.F.R. Section 1910.1200 on all chemicals/materials to be utilized in the performance of services as specified herein.

8.1.1 Awardee(s) shall submit all applicable MSDS to TMWA with the initial shipments of services.

8.1.2 Awardee(s) shall maintain on-site MSDS for chemicals/materials in storage or in use at any TMWA Facility, and conform with all applicable safety requirements regarding same, including the labeling of all secondary containers as to their contents.

9 INDEMNIFICATION:

9.1 Awardee(s) shall be required to indemnify and hold TMWA, including its joiners, officers, employees, and its agent's 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 documents and subsequent contract.

10 COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS:

10.1 Awardee(s) shall at all times comply with Immigration and Naturalization Laws regarding eligibility of their employees or subcontractors to work in the United States.

11 **COPYRIGHTS AND PATENTS:**

11.1 The successful bidder hereby guarantees that 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.

12 **WARRANTY AND GUARANTEES:**

12.1 The successful bidder agrees that any warranty or guarantee provided for herein or in the specifications shall not be considered as the exclusive remedy of TMWA, 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 otherwise allowed by law, equity, or statute.

13 **STATUS OF AWARDEE:**

13.1 Awardee(s) shall have the status of an "Independent Contractor" as defined by NRS 284.173, and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of TMWA.

13.2 The Awardee warrants that all persons employed by them to service in any way the equipment placed with TMWA as a result of this bid, have satisfactory past records indicating their ability and capability to accept the responsibilities anticipated with this type of work. All employees shall be required to present identification furnished by Awardee to establish their right to work on the equipment.

14 **PAYMENTS:**

14.1 TMWA, and its joiners, agree to provide payment in a timely fashion, to the successful bidder, when the terms and conditions of the bid and specifications have been completed and fulfilled on the part of the bidder, to the satisfaction of TMWA, or its joiners, of the bid price as presented by a complete and descriptive invoice.

14.1.1 Discount period will be computed from the date of completed delivery/performance or from the date the correct invoice is received by the appropriate TMWA department/division accounts payable clerk, whichever is the later date. Payment is deemed to be made on the date payment is mailed to the Awardee.

15 **DEFAULT OF CONTRACT**

15.1 In case of default by the contractor (successful bidder), TMWA may procure the product(s) or service(s) from other sources and hold the contractor responsible for any excess cost occasioned thereby.

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

15.3 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 with the bid, assess a penalty equal to five percent (5%) of the total bid price.

15.4 **LIQUIDATED DAMAGES:**

15.5 Availability or payment of liquidated damages shall not preclude TMWA, or any of its joiners, from claiming and collecting damages on account of delay, price changes, loss of other contracts, loss of income, inability of TMWA, or its joiners, to fulfill other damages direct or consequential arising out of the failure of the bidder to perform under the terms, conditions and requirements of the bid documents.

16 **ARBITRATION:**

16.1 Any litigation arising out of this Agreement shall be governed by the Nevada Short Trial Rules as adopted by the Nevada Supreme Court Rules.

17 **TERMINATION:**

17.1 Upon thirty (30) calendar days written notice, with or without cause, either TMWA or the Awardee, may terminate this contract.

18 **PRODUCT STATUS:**

18.1 Only new product(s) shall be proposed and accepted under this contract. Bidding of demonstrator, or used product(s) shall be specifically prohibited.

18.2 Product(s) supplied shall be of current design and manufacture. Product(s) 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 TMWA, or its joiners. Should TMWA receive any product(s) not conforming to the requirements of these bid documents, they shall be returned and replaced at the bidder's expense.

Proposal Summary

(July 17, 2007)

BID # 0607-244

BID TITLE: Truckee Meadows Water Authority (TMWA) Material Supply Bid

CASH DISCOUNT of ____ % may be taken in addition to the price(s) stated for the terms of __ days.

SUMMARY

INSTRUCTIONS: Price your proposal based on the following format. Bidders may bid on all or individual sections of this bid. TMWA reserves the right to award this Contract on the bases of what is most advantageous to TMWA. TMWA will award this bid all bidders who qualify. TMWA is a 24 hour a day seven (7) day a week operation. Vendors will be utilized based on price, location to site, and/or availability of product. This contract is not exclusive; TMWA may bid other contracts to fit specific needs.

TMWA may order or pick up products from vendors location. Prices shall be honored whether an order is placed or a TMWA employee picks up product.

It is not required that you submit prices on all products to be considered a qualified bidder. It is also not a requirement for you to be available 24 hours a day to be qualified. TMWA will have one list of approved vendors for 7:00 a.m. – 5:00 p.m. and another list for 5:01 p.m. to 6:59 a.m.

A catalog of your products/list prices must be provided with your bid submission and updated as appropriate.

The pricing schedule begins on the next page.

| Description | Minimum or Range for Off List Price Discount in Percents |
|---|--|
| Motors & Power Transmission | |
| Electrical | |
| Lighting | |
| Tools, Test Instruments & Outdoor Equipment | |
| Metalworking & Shop Supplies | |
| Cleaning & Painting Equipment & Supplies | |
| Material Handling Products | |
| Safety & Security | |
| Fluid Power | |
| Pumps & Plumbing | |
| HVAC & Filtration Products | |
| Advance Transformer | |
| Power Tools | |
| C-900 , 20 ft length 6" pipe | |
| C-900 , 20 ft length 8" pipe | |
| C-900 , 20 ft length 10" pipe | |
| C-900 , 20 ft length 12" pipe | |
| Ductile Iron Pipe, 20 ft length 6" pipe | |
| Ductile Iron Pipe, 20 ft length 8" pipe | |
| Ductile Iron Pipe, 20 ft length 10" pipe | |
| Ductile Iron Pipe, 20 ft length 12" pipe | |

Vendor Contacts from 7 am – 5 p.m. Monday - Friday

| Contact Person(s) | |
|--------------------------|--|
| Name | |
| Phone #(s) | |
| Name | |
| Phone #(s) | |
| Name | |
| Phone#(s) | |
| Name | |
| Phone #(s) | |
| Name | |
| Phone#(s) | |

**From 5:01 p.m. – 6:59 a.m. Monday – Friday
24 hours a day on Saturday & Sunday & Holidays**

| Contact Person(s) | |
|-------------------|--|
| Name | |
| Phone #(s) | |
| Name | |
| Phone #(s) | |
| Name | |
| Phone#(s) | |
| Name | |
| Phone #(s) | |
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| Phone #(s) | |
| Name | |
| Phone#(s) | |

| |
|--|
| BIDDER INFORMATION |
| Company Name |
| Address |
| City |
| State / Zip Code |
| Complete Telephone Number |
| Complete Fax Number |
| LICENSING INFORMATION |
| Business License Number |
| Date Issued |
| Date of Expiration |
| Name of Licensee |
| Address of Licensee |
| Address of Licensee |
| City, State, Zip Code of Licensee |
| Telephone Number of Licensee |
| Taxpayer Identification Number |
| DISCLOSURE OF PRINCIPALS: |
| Individual and/or Partnership |
| Owner 1) Name |
| Address |
| City, State, Zip Code |
| Telephone Number |
| Owner 2) Name |
| Address |
| City, State, Zip Code |
| Telephone Number |
| Other 1) Title |
| Name |
| Other 2) Title |
| Name |
| Corporation |
| State in which Company is Incorporated |
| Date Incorporated |
| Name of Corporation |
| Address |
| City, State, Zip Code |
| Telephone Number |
| President's Name |
| Vice-President's Name |
| Other 1) Title |
| Name |
| Other 2) Title |
| Name |

| | |
|--|-----------------------------|
| ACKNOWLEDGEMENT AND EXECUTION | |
| STATE OF NEVADA |) |
| |) SS |
| _____ |) |
| _____ states under penalty of perjury 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; | |
| BIDER INFORMATION: | |
| Printed Name of Bidder | |
| Title | |
| Firm | |
| Address | |
| City, State, & Zip Code | |
| Telephone Number | |
| e-mail address | |
| Signature of Bidder | |
| Dated this | day of , 2007 |
| ATTEST: | |
| On this _____ day of _____, in the year 2007, before me, _____ / Notary Public, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she) executed it. | |
| WITNESS my hand and official seal. | |
| _____ | L.S. |
| Notary's Signature | |
| My Commission Expires: _____ | |

END OF DOCUMENT