

Notice to Bidders

THIS IS NOT AN ORDER

ADVERTISED BID #0809-61
RELEASE DATE: July 21, 2008

MANDATORY PRE-BID CONFERENCE will be held on the 7th day of August, 2008 at the Corporate Building Conference Room located at Truckee Meadows Water Authority, 1355 Capital Blvd., Reno, NV 89502 and will commence promptly at 8:30 a.m. Bidders shall sign into the conference between 8:15 a.m. and 8:30 a.m. Any prospective bidder arriving **after** 8:30 a.m. shall be considered **late** and shall not be permitted to attend the conference; and a bid proposal **will not** be accepted from such bidder. Attendees should plan on this being a most of morning event. It is anticipated that we will tour the Corporate Building first, tour the Glendale Building, and then the Chalkbluff Facility. **TMWA will accept and entertain bids from only those in attendance. NO EXCEPTIONS MADE.**

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 2:00 p.m. on August 19th, 2008 Bids received after the date and time set for receipt will be **REJECTED.**

BID OPENING will be held publicly at 2:05 p.m. on August 19th, 2008 at 1355 Capital Blvd., Reno, NV 89502 .

BID AWARD is scheduled to be made by August 22, 2008 with the work begin on September 1st, 2008.

PRICES must be quoted FOB Reno, Nevada.

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

ADDENDUMS are distributed from TMWA's web site at http://www.tmh2o.com/about_us/doingbusinesswithtmwa/. It is each bidder's responsibility to ensure that they have received all Addendums prior to submission of their bid.

TERM OF CONTRACT: Five (5) years with the right to renew for two additional five (5) year periods.

Janitorial Services

TMWA is accepting sealed bids for Janitorial Services to include nightly cleaning, window cleaning, refrigerator cleaning, floor washing & polishing, vacuuming, dusting and all other associated building cleaning for three locations. The bid document has been greatly modified from the first time this project was bid, be sure to read the document closely. TMWA may award up to three contracts on this bid. All three locations must be cleaned simultaneously beginning at 5:30 p.m. on Monday through Friday. The janitor may be permitted to work on weekends with prior approval from the TMWA Facilities Manager.

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. The Purchasing/Contracts Administrator for TMWA, acting as the Administrator of this contract, may audit any and all records pertaining hereto and 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.

2. **RIGHT OF JOINDER CONTRACTS:**

2.1. 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.

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

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

3. **PREPARATION OF BIDS:**

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

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

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

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

3.5. 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.

3.6. 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.

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

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

3.9. 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.

3.10. 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.

4. **COLLUSION, DISCRIMINATION AND/OR PRICE FIXING:**

4.1. 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 .

6. **SUBMISSION OF BIDS:**

6.1. **Acknowledgment:** The successful bidder understands and acknowledges, when signing this bid solicitation, that if he fails to provide the service(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.

6.1.1. 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.

6.1.2. All bidders must hold all valid licenses and permits required for the business they seek to perform prior to any bid being awarded. However, possession of said license(s) is not a prerequisite for bidding.

6.2. 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

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

6.4. 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.

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

6.6. No bids will be accepted by Facsimile transmission.

6.7. 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.

6.8. 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.

7. **WITHDRAWAL OF BIDS**

8.1. Bids may be withdrawn by written notice, provided such notice is received prior to the date and time set for receipt of bids.

8.2. Notice of withdrawals received after the bid opening will not be considered.

9. **APPEAL BY UNSUCCESSFUL BIDDER(S)**

9.1. 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.

9.2. 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:

9.3. The alleged violations(s) of:

9.3.1.1. Contract Documents referencing page number, item, and paragraph.

9.3.1.2. Nevada Revised Statutes referencing the specific chapter, section, and subsection.

9.3.1.3. Local codes or ordinances referencing section number.

9.3.1.4. Supporting documentation such as licensing information or other detailed proof to substantiate the protest.

9.4. 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.

9.5. If the protest is upheld, the bond or other security will be returned to the Bidder who submitted the protest.

9.6. 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.

9.7. 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.

9.8. An unsuccessful Bidder may not seek any type of judicial intervention until TMWA has made a determination on the protest and awarded the Contract.

9.9. 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.

9.10. 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.

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

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

10. **AWARD OF CONTRACT**

10.1. 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 service(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:

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

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

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

10.1.4. The quality of performance on previous contracts;

10.1.5. Previous compliance of laws or ordinances by the bidder;

- 10.1.6. The financial responsibility of the bidder to perform under the contract or provide the service;
- 10.1.7. The limitations of any license the bidder may be required to possess;
- 10.1.8. The quality, availability, and adaptability of the service or service;
- 10.1.9. The ability of the bidder to provide future maintenance and/or service;
- 10.1.10. The number and scope of conditions attached to the bid; and
- 10.1.11. The life cycle, maintenance and performance of the equipment or service being offered.

10.2. A Purchase Order, e-mailed or otherwise furnished by the Purchasing & Contracts Department, to the successful bidder, is a binding contract without further action by either party. The Successful bidder's bid will be attached to the PO as the contract.

10.3. 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.

11. **SECURITY REQUIREMENT:**

11.4. All personnel that will be on TMWA property must submit to and pass a background check prior to being permitted on TMWA property. To include:

- 11.4.1. Driving Record Check
- 11.4.2. Nevada State Criminal Background Check
- 11.4.3. Federal Criminal Background Check

11.5. Each person who passes this background check will be provided a badge with their picture. Badges can not be shared (not even with other employees who have passed the background check).

11.6. Awardee shall notify the Purchasing Administrator 834-8056 and Chet Malewski at 834-8036 TMWA immediately that an employee is no longer working for the Awardee on TMWA property. Awardee shall return employees badges that are no longer working for the Awardee. Awardee shall provide information on the employees' replacement ASAP to ensure that each employee has completed a background check and has a badge prior to being permitted on TMWA property.

12. **TELEPHONE CONTACT:**

12.1 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.

13. **HAZARDOUS SUBSTANCES AND MATERIAL:**

13.1 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.

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

13.3 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.

14. **INDEMNIFICATION:**

14.1 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.

15. **OMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS:**

15.1 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.

16. **COPYRIGHTS AND PATENTS:**

16.1 The successful bidder hereby guarantees that he will have full legal right of all processes, programs, methods, and techniques employed under the construction, service, 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.

17. **WARRANTY AND GUARANTEES:**

17.1 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.

18 **STATUS OF AWARDEE:**

18.1 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.

18.2 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.

18.3 Jon Kiessling, TMWA Facility Manager cell: (775) 848-5904, office 834-8160

19 **BID BOND / SURETY**

19.1 Response to this Invitation to Bid shall include a bid bond in the amount of Three Thousand (\$3,000) dollars.

19.2 Surety shall consist of a bond or a cashier’s check, drawn in favor of Truckee Meadows Water Authority, a political subdivision of the State of Nevada.

19.3 Truckee Meadows Water Authority shall retain the successful bidder’s surety until successful bidder furnishes any required fidelity bonds and executes and delivers the resulting agreement. If successful bidder refuses or fails to perform any of the above, he shall forfeit the bid surety. The forfeiture of the bid surety is intended as a penalty. Should this occur, in addition to forfeiting the bid surety, Truckee Meadows Water Authority reserves the right to seek any damages resulting from successful bidder’s refusal or failure to perform.

20 **SUPPLIES AND EQUIPMENT**

The Successful Bidder shall order all hand towels, toilet paper, toilet seat covers, trashcan liners, and hand soap from the vendor selected by TMWA.

20.1 The successful bidder shall agree to order all necessary TMWA supplied janitorial products, as stated above, from the appropriate person, every Friday, for the following week. Successful bidder shall leave a message of their requirements for the appropriate person if they are unable to contact the proper person at that time.

20.2 The successful bidder shall be required to supply all other cleaning supplies and equipment necessary for the satisfactory performance of duties. All equipment and supplies used shall receive prior approval of the appropriate person.

21 SUBMITTAL OF MONTHLY REPORTS

21.1 Successful bidder shall submit monthly reports of work performed. Said reports shall be certified by the successful bidder or his designee certifying the adherence of the successful bidder to the performance of services and specifications agreed to. Reports shall be submitted, in duplicate, for work performed under the resulting agreement, to the following address:

TMWA
Attn: Jon Kiessling / Justine Chambers
PO Box 30013
Reno, NV 89520-0013

21.1 These monthly reports will include, but not be limited to, the following:

- 21.1.1 Problems encountered during the past month;
- 21.1.2 Dates that periodic work was completed;
- 21.1.3 Instructions to employees regarding deficient conditions, including the date;
and
- 21.1.4 Schedule for the next month's periodic work.
- 3.1.5. Anything requiring TMWA's attention

22 JANITORIAL FIDELITY BOND REQUIREMENTS

Prior to performance as a result of award of this bid solicitation, the successful bidder shall provide a Fidelity bond covering all employees and owners, providing janitorial service or supervision and the bond shall be effective for the entire agreement period and any subsequent renewals.

22.1 Fidelity bonds shall provide a minimum coverage of \$100,000.00 per employee/owner per occurrence.

22.2 Bonds shall be drawn in favor of Truckee Meadows Water Authority, a political subdivision of the State of Nevada.

22.2.1 Renewal agreement will require a new Fidelity bond, as specified above.

22.3 It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission, the availability and cost of the Fidelity bond. If an apparent low bidder fails to comply with the Fidelity bond requirements they may be disqualified.

23 **ESCALATION AND DE-ESCALATION:**

Services supplied pursuant to the provisions of this Contract shall be subject to escalation and/or de-escalation of justified prices one time each year (May-June of each year) as indicated herein; (i.e., conditions brought about due to market fluctuation may result in such changes). Escalation and/or de-escalation shall be as set forth by the following provisions:

23.1 **Price Reductions:** If, during the term of the contract, the successful bidder reduces any or all prices charged to any customer other than TMWA, or its joiners, for the same equipment of the equivalent quantity, quality, delivery, performance and warranty, as said equipment specified herein, the bidders shall make an equivalent reduction for TMWA, and its joiners, in corresponding prices.

23.2 **Base Price:** For purposes of bid solicitation and contract award, the base price shall be established by the respondent's proposal to this Bid. This price, once the Bid is opened and award made, shall not be changed except as provided herein and only at contract renewal time. All prices submitted shall remain valid for each contract period of one year.

23.3 **Taxes:** TMWA, and its joiners, as political subdivisions of the State of Nevada are eligible tax exempt entities and are not subject to sales tax or Federal Excise Tax.

23.4 **De-escalation:**

23.4.1 Adjustments decreasing the "Base Price" shall be concurrent with the Contractor's price from his supplier(s). Should the Contractor have legal access to more than one supplier, he shall be aggressive in his endeavor to obtain the lowest responsive and responsible supplier capable of providing services that meet or exceed the requirements of the contract.

23.4.2 The Contractor shall promptly notify the Purchasing/Contracts Administrator of the adjusted price, service involved, and the date of effect.

23.5 **Escalation:**

23.5.1 Adjustments increasing the "Base Price" may be concurrent with the Contractor's price from his supplier(s), provided the Contractor can substantiate the necessity for such an adjustment, and that it is consistent with market conditions. Should the Contractor have legal access to more than one supplier, he shall be aggressive in his endeavor to obtain the lowest responsive and responsible supplier capable of providing services that meet or exceed the requirements of the contract.

23.5.2 The Contractor shall promptly notify the Purchasing/Contracts Administrator of the adjusted price, service involved, and the date of effect. Notification shall be prior to the distribution of, or commitment to distribute, any service(s) affected by such an adjustment.

23.5.3 In the event, price adjustments are inconsistent with market conditions, and in the opinion of the Purchasing/Contracts Administrator, the best interest of TMWA, and its joiners, would be served by a re-bid to the competitive market, TMWA reserves the right to waive the notification requirements of this agreement and terminate the contract without regard to the thirty (30) day written notice. The method necessary for such notice of termination

shall be at the discretion of the Purchasing/Contracts Administrator.

24 **PAYMENTS:**

24.1 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.

24.2 Prompt payment discounts shall be included in bid evaluation **ONLY**.

24.3 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.

25 **DEFAULT OF CONTRACT**

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

25.2 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.

25.3 Default by the bidder, in any manner, including failure or refusal to furnish any 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.

26 **LIQUIDATED DAMAGES:**

26.1 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.

27 **ARBITRATION:**

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

28 **TERMINATION:**

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

Technical Specifications

MINIMUM CLEANING STANDARDS

It is the intent of the TMWA that all premises be maintained at a high standard of cleanliness. The following standards are therefore intended to be included as the acceptable minimum level of service as directed in the cleaning specifications. Further, cleaning frequencies set forth in these specifications are meant to be working guidelines for specific areas, dependent upon type and frequency of use. These standards are not to be construed as complete, and all items not specifically included but found necessary to properly clean the building shall be included as though written into these specifications.

CLEAN

The term "clean" as defined generally shall be construed to mean the removal of trash, dirt, dust, lint, marks, stains, spots, and streak free. This general definition is not exclusive.

| Service | Specifics | Frequency |
|--|--|-----------|
| <p><u>RESTROOM CLEANING</u></p> <p>Restroom cleaning is understood to have the highest priority to TMWA's building(s). Clean and service all employee and public restrooms as specified.</p> <p>The term "clean" as defined here shall be construed to mean that no film, odors, stains, dust, lint, cobwebs or spots can be detected on floors, wall, partitions, ledges, trim, doors, moldings, or fixtures within the restroom.</p> <p>The use of highly scented disinfectants, objectionable or odoriferous cleaners, air fresheners and deodorant blocks will not be permitted.</p> <p>Disinfectant must stand for proper time to allow for proper disinfectant action.</p> <p>Chrome shall be left streak free.</p> | Wash urinals, mirrors, showers, and lavatories with approved cleaners and disinfectants. | Daily |
| | Urinals & toilets shall be cleaned with quality materials using techniques, which will remove and prevent any formation of encrustations or stains under lids, ledges or rims without harming the finish. In addition cleaning urinals & toilets includes the plumbing fixtures, below sinks and behind toilets. | Daily |
| | Towel dispenser, soap dispensers, toilet paper holders and cabinet seat cover dispensers, shall be checked and refilled daily. | Daily |
| | Stocking of refill supplies in the area of the dispensers is not permitted. | |
| | Empty Trash Containers, spray and damp-wipe with approved disinfectant and change liners. | Daily |
| | Clean to remove spots from partitions, walls, and light fixtures | Daily |
| | Wash and sanitize walls, metal partitions and railings, ceramic tile | Weekly |
| | Remove lime and scale buildup from plumbing fixtures. | Weekly |
| | Strip ceramic and tile floors & wax floors (2 coats – no more than 3 coats per quarter at Glendale and Chalk Bluff only. | Quarterly |
| | Light fixtures will be washed, unless required sooner | Monthly |

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| <p><u>FLOOR CARE – CARPETS</u></p> <p>Floors shall be maintained in such a manner as to promote longevity and safety.</p> <p>Upon completion of the work, all floors shall be left in a clean, orderly and safe condition.</p> <p>Attention should be given to cleaning the corners and also protection of the doorways from cords.</p> <p>Remove and replace furniture, as required, to perform the work, exercising necessary safety precautions and following procedures designed to prevent damage to TMWA's property.</p> <p>Carpet vacuuming shall result in a carpet free from all types of airborne soil and dry dirt.</p> <p>A clean carpet shall be uniform in appearance when dry and vacuumed.</p> | Vacuum and spot clean all carpeted traffic areas including corridors, pathways within office areas, elevators and lobby at Chalk Bluff and Glendale Only | Daily |
| | Vacuum all rubber/carpeted mats. | Daily |
| | Vacuum upholstered surfaces on an as-needed basis. | As-needed |
| | Vacuum and spot clean the carpeted Lobby and main hallways at Corporate | Daily |
| | Vacuum and spot clean all of the office areas and conference rooms | Weekly |
| | | |
| <p><u>FLOOR CARE – VINYL TILE</u></p> <p>Floors shall be maintained in such a manner as to promote longevity and safety.</p> <p>Upon completion of the work, all floors shall be left in a clean, orderly and safe condition.</p> <p>Floors, at all times, shall pass a slip-resistance test by at least a 3.5-pound pull.</p> <p>Upon completion of daily and weekly routine work, floors shall be free of dirt, dust, film, streaks, debris and standing water, and shall present a uniform appearance when dry. Finish shall be applied only to appropriate areas free of residual dirt and buildup</p> <p>Floor finish is understood to be used as a preservative and also as a safety (non-slip) factor.</p> <p>Attention should be given to cleaning the corners and also protection of the doorways from cords.</p> <p>Remove and replace furniture, as required, to perform the work, exercising necessary safety precautions and following procedures designed to prevent damage to the TMWA's property.</p> | Dust mop and spot damp mop all resilient tile floor areas. | Daily |
| | Sanitize Bathroom Floors | Daily |
| | Spray-buff all resilient tile to restore a “just-waxed” look | Weekly |
| | Strip tile floors & wax floors (2 coats – no more than 3 coats per quarter) | Quarterly |

| | | |
|---|--|--------------|
| <p><u>FLOOR CARE – CERAMIC TILE (Bathrooms)</u></p> <p>Floors shall be maintained in such a manner as to promote longevity and safety.</p> <p>Upon completion of the work, all floors shall be left in a clean, orderly and safe condition.</p> <p>Floors, at all times, shall pass a slip-resistance test by at least a 3.5-pound pull.</p> <p>Upon completion of daily and weekly routine work, floors shall be free of dirt, dust, film, streaks, debris and standing water, and shall present a uniform appearance when dry.</p> <p>Attention should be given to cleaning the corners and also protection of the doorways from cords.</p> | <p>Damp Mop floors (including showers) in these rooms with an approved disinfectant and cleaner that will not harm or remove special floor finishes. Floors are to be sanitized and streak-free. Mop and Mop water must be kept clean.</p> | <p>Daily</p> |
| <p><u>FLOOR CARE – CONCRETE</u></p> <p>Floors shall be maintained in such a manner as to promote longevity and safety.</p> <p>Upon completion of the work, all floors shall be left in a clean, orderly and safe condition.</p> <p>Floors, at all times, shall pass a slip-resistance test by at least a 3.5-pound pull.</p> <p>Upon completion of daily and weekly routine work, floors shall be free of dirt, dust, film, streaks, debris and standing water, and shall present a uniform appearance when dry.</p> <p>Approved finish shall be applied only to appropriate areas free of residual dirt and buildup</p> <p>Remove and replace furniture, as required, to perform the work, exercising necessary safety precautions and following procedures designed to prevent damage to the TMWA's property.</p> <p>Attention should be given to cleaning the corners and also protection of the doorways from cords.</p> | <p>Dust mop and spot damp all concrete floor areas.</p> | <p>Daily</p> |

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| <p><u>OFFICE AREAS</u></p> <p>General cleaning of office areas shall include the following:</p> <p>Dusting, glass cleaning and removal of dust, soil, stains, cobwebs, smudges and marks from furniture, walls, and partitions, etc.</p> <p>All tasks should be accomplished in a manner that does not disturb any of the objects that are on the surface, i.e. feather duster.</p> <p>A complete cleaning and polishing of the surface shall be done any time the surface is clear of all objects.</p> <p>Extreme care must be used not to spray or drip any water or cleaning products into or onto the computers and telephones.</p> <p>Walls shall be cleaned up to 6' to include but not be limited to smudges, scuffs, and stain removal.</p> | <p>Removal of trash from wastebaskets , unless otherwise directed, and line with plastic bags each time they are emptied and other waste material labeled as trash must be taken to the dumpster location.</p> <p>Wastebaskets are to be cleaned, as needed, before placing liners. Dirty liners must be replaced daily</p> <p>Removal of boxes, if marked trash.</p> <p>Removal of all items marked trash</p> | <p>Daily</p> |
| | <p>Dust and clean fingerprints from all exposed furniture tops, including desks, chairs, tables, lamps, filing cabinets, computers, copiers, calculators, shelves, sills and ledges from a height of six feet or below.</p> | <p>Weekly</p> |

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| <p><u>EMPLOYEE LOUNGES KITCHENS</u></p> <p>All other frequencies are the same as the rest of the building.</p> | Wash and sanitize table tops, damp clean chair seats and backs | Daily |
| | Spot clean all mirror or glass surfaces | Daily |
| | Empty trash receptacles, damp wipe, replace liner, and clean area surrounding trash receptacle. | Daily |
| | Clean sink and outside of appliances, without disturbing any dishes or moving food items. (If dishes are in sink, cleaning of the sink will be omitted) | Daily |
| | Refrigerator Cleaning (not Chalk Bluff or Glendale) | Quarterly |
| | Oven-Cleaning | Semi-annually |
| | Microwave Oven Cleaning – remove visible food from inside and out leaving a streak free surface | Weekly |
| <p><u>WALLS – ENTIRE BUILDING</u></p> <p>Walls shall be cleaned up to 6’ to include but not be limited to smudges, scuffs, and stain removal.</p> | Damp-wipe and clean doors and jambs | Weekly |
| <p><u>WINDOWS / Glass</u></p> <p>All inside & outside windows are to be cleaned <u>streak-free</u> to acceptable standards-of-the-industry and in conformance with the standards-of-the-industry</p> | Clean all interior glass and glass doors at the front lobby. | Daily |
| | Clean all interior glass and glass doors for the rest of the building to a height of 8 feet. | Monthly + spots as necessary |
| | Interior door glass, exterior glass on display cases, and partitions to be cleaned and/or spot cleaned. | As needed |
| | Clean all exterior glass and glass doors at the front lobby | Weekly |

| | | |
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| <u>DRINKING FOUNTAINS</u> | Clean, sanitize and polish drinking fountains. | Daily |
| | Keep janitorial closet clean and orderly. | As needed |
| | Remove lime and scale buildup | Weekly |
| <u>OUTSIDE</u> | Clean ashtrays and sand urns. Refill sand | Weekly |
| | Police Area for trash/debris removal | Daily |
| <u>DOORS & LIGHTS</u> Chalk Bluff & Glendale Plants Only | Secure doors and turn off unnecessary light(s) after completion of work in the immediate area, unless otherwise instructed | |
| <u>STAIRWELLS</u> Glendale Plant Only | Clean areas for obvious debris and dirt Remove trash and debris on stairwells, pan sweep as necessary. | Daily |
| | Scrub and wax landings | Semi-Annually |
| | Sweep, wet mops steps, raisers, and landings. | Bi-Monthly |
| | Spot clean walls to a height of approximately 72 inches off the floor | Bi-Monthly |
| <u>GRAFFITI</u> | Remove any graffiti that will scrub off without damaging the finish. Notify TMWA if it cannot be removed. | As-needed |
| <u>Possible Additional Services</u> | Cleaning of Chairs | As Requested |
| <u>NOT INCLUDED IN THIS BID</u> | COMPUTER MONITORS | NEVER TOUCH |
| | KEYBOARDS | NEVER TOUCH |
| | BIO HAZARDOUS WASTE CONTAINERS | NEVER TOUCH |

End of Document

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We _____

as Principal, hereinafter called Bidder, and

a corporation duly organized or authorized to do business under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Truckee Meadows Water Authority, a joint powers authority created pursuant to NRS Chapter 277, for the sum of \$ _____ Dollars

(state sum in words)

for the payment whereof the Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. This bond shall be governed by the laws of the State of Nevada.

WHEREAS, the Principal has submitted a bid, identified as **BID #0809-61** and titled "**Janitorial Services**".

NOW, THEREFORE if Truckee Meadows Water Authority shall accept the bid of the Principal and the Principal shall enter into a contract with Truckee Meadows Water Authority in Accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to Truckee Meadows Water Authority the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which Truckee Meadows Water Authority may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Executed on this _____ day of _____, 2008

(Signature of Principal)

Name: _____

Title: _____

Firm: _____

Address: _____

City/ State / Zip Code: _____

Written Name of Principal: _____

(Signature of Notary)

ATTEST NAME: _____

Subscribed and sworn before me this _____ day of _____, 2008

(printed name of notary)

Notary Public for the State of

| Claims Under This Bond May Be Addressed To: | Nevada Resident Agent Information complete for out of state bonding companies |
|---|--|
| Name of Surety | Name of Local Agent |
| Address | Address |
| City | City |
| State/Zip Code | State/Zip Code |
| Name | Agent's Name |
| Title | Agent's Title |
| Phone | Agent's Telephone |
| Surety's Acknowledgment | |

NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

Proposal Summary

(July 21, 2008)

BID # 0809-61

BID TITLE: Janitorial Services

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. If additional space is required, attach a supplemental page to this form. Incomplete proposals not containing all the requested information may be rejected at the option of the Owner. Bidders may bid on all or individual pieces of equipment for this bid. TMWA reserves the right to award this Contract on the bases of what is most advantageous to TMWA. TMWA may award the bid to one, two, or three bidders. The work shall be completed simultaneously at all three sites beginning at 5:30 p.m. on Monday – Friday.

Corporate (estimated 25,062 SF) \$ _____ cost per month

Glendale (estimated 7,866 SF) \$ _____ cost per month

Chalk Bluff (estimated 4,744 SF) \$ _____ cost per month

NON-DISCLOSURE AGREEMENT FOR THE JANITORIAL COMPANY AND ALL EMPLOYEES

If awarded this contract, all employees of the successful bidder will be required to sign this agreement.

I, _____, an employee of _____, understand that I will be performing custodial services for Truckee Meadows Water Authority. I understand that Truckee Meadows Water Authority (TMWA) considers maintaining the security and confidentiality of confidential information of high priority. I further understand that any paperwork, files or court documents located within the any areas in which I perform services, as well as information contained on TMWA computers, is considered to be confidential information.

I agree that I will not:

- Seek to read or copy any confidential information I may encounter while performing my job duties;
- Remove any confidential information from the premises;
- Seek to benefit or permit others to benefit personally from using any confidential information obtained from TMWA.

In the event that I am a party to an action filed in any Washoe County court, I agree to tell my employer immediately.

By signing this Agreement, I acknowledge that if I fail to comply with its terms, I will be prohibited from performing services for TMWA and as a result, may be terminated from my employment.

Signature

Print Name

Notary

Date: _____

| |
|--|
| 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 |
| Other 2) Title |

