

Corporate Office
 Attn: Shipping & Receiving Department
 1355 Capital Boulevard
 Reno, NV 89502

Bill To

Truckee Meadows Water Authority
 Post Office Box 30013
 Reno, NV 89520
 (775) 834-8000

Purchase Order
 No. 2009-00000105

DATE 07/02/2009

VENDOR NO. 2441

PURCHASE ORDER NUMBER MUST APPEAR ON
 ALL INVOICES, SHIPPERS, BILL OF LADING AND
 CORRESPONDENCE

Chicken Hawk Transport
 P.O. Box 2141
 Sparks, NV 89432

Vendor

DELIVER BY
 SHIP VIA
 FREIGHT TERMS
 PAGE 1 of 1
 ORIGINATOR: Justine Chambers

09/10-8

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	Sand Yard Material Stocking and Debris Removal This PO is issued in accordance with NRS 332. The project was formally bid. This recommendation for award is to the lowest responsive and responsible bidder. We have the right to renew this contract for five additional years. The documents are filed in Contract No. 0910-8. The contact person for this project is Steve Baker and can be reached at 775-834-8210. Please direct all invoices with the Purchase Order Number indicated to: TMWA, Accounts Payable, P.O. Box 30013, Reno, NV 89520-3013. 1-1-13-034-7060 - Contract svcs - admin/general 113,926.80	113,926.8000	\$113,926.80
TOTAL DUE				\$113,926.80

Special Instructions

Jeff
 Mark Forée
 General Manager
 7/2/09

e-mailed
 7-2-09
JL

THIS IS NOT AN ORDER

ADVERTISED BID #0910-008
RELEASE DATE: June 3, 2009

Sand Yard Material Purchase and Debris Removal

TMWA is accepting sealed bids for the purchase of materials and hauling out debris to include stocking and supplying sand, cold mix, base rock, and drain rock for maintenance to the Sparks TMWA yard. Project includes all common phases of work customarily associated with this type of project. Bids must be submitted in accordance with the specifications related hereto.

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.

MANDATORY PRE-BID CONFERENCE will be held on the 17th day of June, 2009 at the Conference Room located at Truckee Meadows Water Authority, 1355 Capital Blvd., Reno, NV 89502 and will commence promptly at 10:00 a.m. Bidders shall sign into the conference between 9:45 a.m. and 10:00 a.m. Any prospective bidder arriving **after** 10:00 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. **TMWA will accept and entertain bids from only those in attendance. NO EXCEPTIONS MADE.**

QUESTIONS will be accepted until 8am. on June 19th, 2009. Questions must be submitted in writing to Justine Chambers, Purchasing/Contracts Administrator, Truckee Meadows Water Authority FAX No. 775-834-8285, E-mail: jchambers@tmwa.net.

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 June 24th, 2009. 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 June 24th, 2009 at 1355 Capital Blvd., Reno, NV 89502.

BID AWARD is scheduled to be made by July 1, 2009.

PRICES must be quoted FOB Reno, Nevada.

TERM OF CONTRACT: One Year with the right to renew for five additional years

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.

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 product(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. 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.
- 3.11. 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 Contractor 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.

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.