

Notice to Bidders THIS IS NOT AN ORDER

ADVERTISED BID #1011-001
RELEASE DATE: June 8, 2010

MANDATORY PRE-BID CONFERENCE will be held on the 17th day of June, 2010 at the Conference Room located at Truckee Meadows Water Authority, 1355 Capital Blvd., Reno, NV 89502 and will commence promptly at 8:15 a.m. Bidders shall sign into the conference between 8:00 a.m. and 8:15 a.m. Any prospective bidder arriving **after** 8:15 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.** After the project contract and bidding discussion, site visits will be conducted. Bidders will need to provide their own transportation to view site locations. Maps and 11" x 17" HVAC Maintenance Lists will be provided at the meeting. It is anticipated that the site visits will take most of the day. Lunch will be from 12:00 p.m to 1:00 p.m Lunch is "on your own" and the tour will stop for lunch around 4th and 6th Street, Reno, NV The site visits should be completed by 4:00 p.m. and are mandatory to bid on the project.

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

QUESTIONS will be accepted until 8:00 a.m. on June 23rd, 2010. Questions must be submitted in writing to Justine Chambers, Purchasing/Contracts Administrator, Truckee Meadows Water Authority FAX No. 775-834-8153, E-mail: jchambers@tmwa.net. All questions received will be answered by Addendum and posted to TMWA's Web Site.

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. If questions are received an addendum will be posted to the web site on June 23, 2010 by 5:00 p.m.

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 29th, 2010 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 29th, 2010 at 1355 Capital Blvd., Reno, NV 89502

BID AWARD is scheduled to be made by July 1, 2010.

PRICES must be quoted FOB Reno, Nevada.

TERM OF CONTRACT: One year with the right to renew for two additional single years for a total of three years.

HVAC MAINTENANCE

Truckee Meadows Water Authority (TMWA) is accepting sealed bids for all labor, materials, equipment, and incidentals required for normal periodic maintenance on TMWA's HVAC equipment. The equipment to be maintained includes but is not limited to, chillers, air handlers, evaporative coolers, split systems, exhaust fan's, boilers, pumps, gas fired unit heaters, package units and forced air systems. The equipment to be maintained is of various types of manufacturers. Bids must be submitted in accordance with this bid document and any addendums issued.

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. 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.

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 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 including the HVAC Maintenance List by site 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**

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

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

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

8.1 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.

8.2 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:

8.3 The alleged violation(s) of:

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

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

8.3.1.3 Local codes or ordinances referencing section number.

8.3.1.4 Supporting documentation such as Nevada State Contractors Board licensing information or other detailed proof to substantiate the protest.

8.4 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.

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

8.6 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.

8.7 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.

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

8.9 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.

8.10 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.

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

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

9 **AWARD OF CONTRACT**

9.1 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:

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

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

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

9.1.4 The quality of performance on previous contracts;

- 9.1.5 Previous compliance of laws or ordinances by the bidder;
- 9.1.6 The financial responsibility of the bidder to perform under the contract or provide the service;
- 9.1.7 The limitations of any license the bidder may be required to possess;
- 9.1.8 The quality, availability, and adaptability of the product or service;
- 9.1.9 The ability of the bidder to provide future maintenance and/or service;
- 9.1.10 The number and scope of conditions attached to the bid; and
- 9.1.11 The life cycle, maintenance and performance of the equipment or product being offered.

9.2 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.

9.3 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.

10. **TELEPHONE CONTACT:**

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

11. **HAZARDOUS SUBSTANCES AND MATERIAL:**

11.1. Successful Bidder(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.

11.2. Successful Bidder(s) shall submit all applicable MSDS to TMWA with the initial shipments of services.

11.3. Successful Bidder(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.

12. **INDEMNIFICATION:**

12.1 Successful Bidder(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.

13. **COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS:**

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

14. **COPYRIGHTS AND PATENTS:**

14.1 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.

15. **WARRANTY AND GUARANTEES:**

15.1 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.

16. **STATUS OF SUCCESSFUL BIDDER:**

16.1. Successful Bidder(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.

16.2. The Successful Bidder 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 Successful Bidder to establish their right to work on the equipment.

17. **ESCALATION AND DE-ESCALATION:**

Products supplied pursuant to the provisions of this Contract shall be subject to escalation and/or de-escalation of prices as indicated herein; (i.e., conditions brought about due to market fluctuation may result in such changes). Prices will be held firm for the first year. Escalation and/or de-escalation shall be as set forth by the following provisions:

17.1 **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.

17.2 **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 is made, shall not be changed except as provided herein.

17.3 **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.

17.4 **De-escalation:**

17.4.1 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 products that meet or exceed the requirements of the contract.

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

17.5 **Escalation:**

17.5.1 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 products that meet or exceed the requirements of the contract.

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

17.5.3 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.

18. **PAYMENTS:**

18.1 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.

18.2 Prompt payment discounts shall be included in bid evaluation **ONLY** if discount period offered is fifteen (15) or more days.

18.3 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 Successful Bidder.

19. **DEFAULT OF CONTRACT**

19.1. 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.

19.2. 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.

19.3. 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.

20. **LIQUIDATED DAMAGES:**

20.1. 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.

21. **ARBITRATION:**

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

22. **TERMINATION:**

22.1. Upon thirty (30) calendar day's written notice, with or without cause, either TMWA or the Successful Bidder, may terminate this contract.

23. **CONTRACTOR'S INSURANCE**

23.1 Contractor shall, at Contractor's sole expense, procure, maintain and keep in force the following insurance and pay all taxes and fees incident hereunto. The required insurance shall be in effect prior to the commencement of work by Contractor. TMWA shall have no liability except as specified in this Agreement. Contractor shall contractually require all of its subcontractors to procure, maintain and provide evidence of insurance coverage with limits no less than those required herein.

23.2 Any insurance or self-insurance available to TMWA shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by TMWA, Contractor shall provide TMWA with renewal or replacement evidence of insurance no less than 30 days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify TMWA and immediately replace such insurance or bond with an insurer meeting the requirements.

23.3 By endorsement to all liability policies, except Worker's Compensation and Professional Liability, evidenced by Contractor, TMWA, its officers, employees, agents and immune Contractors as defined in NRS 41.0307, if any, shall be named as additional insureds for all liability arising from the Agreement using the unmodified ISO additional insured endorsement [CG 20 10](#) 11/85 or a substitute providing coverage at least as broad, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to TMWA. Additional insured status for TMWA shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

23.4 Each liability insurance policy, including but not limited to commercial general liability, business automobile liability, workers' compensation, pollution and professional liability, shall be endorsed to provide that the insurance company waives all right of recovery by way of subrogation against TMWA, its officers, agents, employees and immune contractors in connection with damage covered by any policy.

23.5 Insurance maintained by Contractor shall apply for those named as additional insureds on a first dollar basis without application of a deductible or self-insured retention. Contractor is responsible for satisfying any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence. There shall be no provision providing that the SIR or deductible can only be satisfied by the named insured.

23.6 Each insurance policy shall be:

23.6.1 Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to TMWA and having agents in Nevada upon whom service of process may be made, and

23.6.2 Currently rated by A.M. Best as "A X" or better.

23.7 Policies required:

23.7.1 . Workers' Compensation and Employer's Liability Insurance. Contractor shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required. The Employers Liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease. If Contractor's employees are exposed to bodily injury under the U.S. Longshoreman and Harbor Workers' Compensation Act, the Jones Act, or under any and all applicable laws, regulations or statutes applicable to maritime employees, coverage shall be included for such claims or injuries.

23.7.2 Commercial General Liability Insurance. Contractor shall procure and maintain, during the term of this Agreement, occurrence commercial general liability insurance for limits of not less than \$2,000,000 for bodily injury and property damages, per occurrence, \$2,000,000 products and completed operations aggregate, and \$2,000,000 general aggregate. Coverage shall be written on an occurrence form at least as broad as an unmodified ISO occurrence form [CG 00 01 12 04](#) (or a substitute form providing coverage at least as broad) and shall cover liability arising from premises, operations, independent contractors, products-completed operations liability, personal and advertising injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, and employment-related practices.

23.7.3 Business Automobile Liability Insurance. Contractor shall procure and maintain, during the term of this Agreement, business automobile liability insurance in the amount of not less than \$2,000,000 per occurrence for bodily injury and property damage. Coverage shall be for "any auto", including owned, non-owned and hired vehicles. Business auto coverage shall be written on any of the unmodified ISO forms ([CA 00 01](#), [CA 00 05](#), [CA 00 12](#), [CA 00 20](#)), or a substitute form providing coverage at least as broad. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of [CA 00 01](#).

23.7.4 Contractors Pollution Liability Insurance- \$1,000,000 per occurrence and \$2,000,000 aggregate for any exposure to “hazardous materials” as this term is defined in applicable law, including but not limited to waste, asbestos, fungi, bacterial or mold. Pollution coverage is required if any exposure exists from Contractor’s Work performed under this Agreement.

23.8 Prior to the start of any work, Contractor shall provide the following

23.8.1 Certificate of Insurance. Contractor shall provide a Certificate of Insurance form to TMWA to evidence the insurance policies and coverage required of Contractor. All certificates shall provide for 30 days written notice to TMWA prior to the cancellation or material change of any insurance referred to therein. The words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted from the certificate form’s cancellation provision.

23.8.2 Additional Insured Endorsements. An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to TMWA, by attachment to the Certificate of Insurance, to evidence the endorsement of TMWA as additional insured.

23.8.3 Policy Cancellation Endorsement. Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to TMWA, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.

23.9 Compliance with the insurance requirements of this Agreement shall not limit the liability of Contractor or its employees or agents to TMWA or others, and shall be in addition to and not in lieu of any other remedy available to TMWA under this Agreement or otherwise. TMWA reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

24 Contractor Personnel

24.1 In selecting employees to undertake the Work under this Contract, Contractor shall select only those persons who are qualified by the necessary education, training and experience to provide high quality performance of the particular work for which each employee is responsible.

24.2 The Contractor shall be responsible for insuring that all personnel installing or maintaining TMWA facilities are trained to perform the work in accordance with applicable Standards.

24.3 Due to the critical nature of TMWA’s operations, Contractor agrees that if TMWA, in its sole discretion, determines that any Contractor employee is unsuitable for the performance of the Work under this Contract, or that the continued presence of such employee is not consistent with the best interests of TMWA, then in such instance TMWA may request that the Contractor remove such employee from the Work. Contractor shall then immediately replace such employee with an employee who fully meets the standards under this Contract and will do so at no additional cost to TMWA.

25 Changes to the Contract

25.1 TMWA reserves the right to make changes to the Contract Documents, including the right to increase or decrease the quantity of any item or portion of the Work or to delete any item or portion of the Work, as may be deemed necessary or advisable by the Project Representative and to require such extra work as may be determined by the Project Representative to be essential for the proper completion of the Project. The Contractor will not be compensated for loss of anticipated profit on eliminated items.

Scope of Work and Project Requirements

Doc. No. 4001

(June 8, 2010)

Truckee Meadows Water Authority (TMWA) is accepting sealed bids for all labor, materials, equipment, and incidentals required for normal periodic maintenance on TMWA's HVAC equipment. The equipment to be maintained includes but is not limited to, chillers, air handlers, evaporative coolers, split systems, exhaust fan's, boilers, pumps, gas fired unit heaters, package units and forced air systems. The equipment to be maintained is of various types of manufacturers.

- The safety of the successful bidder's employees or representatives and others in or around the area of repairs or maintenance is the responsibility of the successful bidder. The successful bidder, its employees and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations. TMWA will accept no responsibility or liability for accidents caused by the lack of safety equipment and or procedures or the improper installation of equipment or workmanship. Work in vaults requires the use of an air monitoring device at all times as well as following TMWA's safety protocols to include wearing of hard hats and safety glasses. Safety hazards noticed by servicing personnel shall be immediately reported verbally, followed by a written statement to the TMWA Facility Coordinator or representative. If barricades are needed to insure safety, the successful Bidder shall provide them at no cost to the Owner. Equipment Lockout/Tagout procedures shall be followed and coordinated with TMWA plant operations and/or maintenance personnel. All efforts must be made to minimize impact to potable water production and distribution. A minimum of 24 hours notice must be given if maintenance is expected to impact water production or distribution operations.
- Must have access to a clean air unit for winterizing equipment with water connections to treated water system.
- Shall maintain and service all equipment described herein using a Journeyman or equivalent technical level personnel.
- Shall notify TMWA Facilities Coordinator anytime the successful bidder or representatives come on site. Shall not subcontract any of the work to any other company.
- Must have a minimum of two certified Technicians. One is required to have at least 10 years of refrigeration and control experience. This is to ensure that TMWA always has access to at least one of the certified technicians. Both technicians must have overall knowledge of all of TMWA's equipment. Both technicians shall be qualified to work on electrical systems.
- Must have a 24/7 on-call service availability for emergency calls or other type of outages with a 30 minute returned phone call response time. Capital, Chalk Bluff, and Glendale facilities will require a technician to be on site within one (1) hour. All other facilities will require a two (2) hour response time.
- Maintenance work or repairs shall be performed during the regular hours of 7:00 A.M. through 5:00 PM unless specified by the TMWA Facilities Coordinator or representative. Monday – Sunday excluding TMWA Holidays.
- Must have access to a fabrication shop.
- A certified technician and TMWA Facilities Coordinator need to be present for boiler inspections.
- Service inspections shall be posted for each piece of equipment.
- Worksheets for all work shall be reviewed by the Facilities Coordinator or Authorized TMWA Representative every 2 weeks prior to billing. Work completed must be billed within 30 days of the work being completed.
- A record log of maintenance performed for TMWA shall be maintained by service personnel. This record shall contain only TMWA sites and be made available for review upon request to the TMWA Facilities Coordinator or TMWA supervisory personnel.
- All filters shall be pleated and meet a minimum MERV 8 rating unless Specified differently by the TMWA Facilities Coordinator or representative.
- Successful Bidder shall maintain all equipment in accordance with the manufacturer's recommendation unless specified by the TMWA Facilities Coordinator or representative.
- Must obtain prior authorization for repairs or other work outside the scope of preventive maintenance work. A quote must be obtained for any work performed outside of the successful bidder's normal maintenance scope of work. Phone call authorization requires a quote over the phone and a written confirmation after the work has been completed. TMWA reserves the right to obtain additional work quotes and service from trade companies other than the successful bidder.

Service Specifications and Frequencies

- Maintenance frequency is equipment dependent and can be quarterly, bi-annually, annually or as requested.
- The successful bidder will meet with the TMWA Facilities Coordinator or representative to set specific dates and times for the scheduled maintenance on a monthly basis and to review invoices for accuracy and acceptance.
- Some equipment will need filters replaced due to various reasons or requests in addition to the regularly scheduled maintenance and shall not be considered part of normal scheduled maintenance.
- Quarterly maintenance will normally be scheduled during the month of February for the first quarter, May for the second, August for the third and November for the fourth unless otherwise specified by the Facilities Coordinator or Authorized TMWA Representative.
- Bi-Annual maintenance will normally be scheduled for the month of April for the first service and September for the second unless otherwise specified by the Facilities Coordinator or Authorized TMWA Representative.
- Annual maintenance will normally be performed during the month of September unless specified by the Facilities Coordinator or Authorized TMWA Representative.
- Successful Bidder shall ensure that the equipment shall have bearings lubed, belts checked and replaced as needed or per manufactures recommendation unless specified by the Facilities Coordinator or Authorized TMWA Representative.

SECURITY REQUIREMENT:

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

- Driving Record Check
- Nevada State Criminal Background Check
- Federal Criminal Background Check
- drug and alcohol testing

Each person who passes this background check will be permitted on TMWA property as long as they are accompanied by a Key employee or TMWA personnel.

Key employees will be provided a badge with their picture. Badges can not be shared (not even with other employees who have passed the background check). Key employees may be accompanied by helpers and apprentices who do not have a badge but have passed the background check.

Successful Bidder shall notify the Purchasing Administrator 834-8056 and Chet Malewski at 834-8036 TMWA immediately that an employee is no longer working for the Successful Bidder on TMWA property. Successful Bidder shall return employees badges that are no longer working for the Successful Bidder. Successful Bidder 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.

End of Document

Proposal Summary

COMPANY NAME: _____

BID # 1011-001

BID TITLE: HVAC Maintenance

BIDDER acknowledges receipt of _____ Addendums.

(Signature)

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. Incomplete proposals may be rejected at the option of TMWA. TMWA does not accept exceptions or alternate proposals on bid submissions. If you have a question about any of the requirements in this bid document or would like to request a change be made to the bid document, questions/requests must be submitted in writing by 8:00 a.m. on June 23rd, 2010. Questions must be submitted in writing to Justine Chambers, Purchasing/Contracts Administrator, Truckee Meadows Water Authority FAX No. 775-834-8153, E-mail: jchambers@tmwa.net All questions received will be answered by Addendum and posted to TMWA’s Web Site. Any change made to these documents will be made by Addendum so that all bidders are bidding on the same project.

Bidders must bid on all line items to be considered responsive. TMWA reserves the right to award this Contract on the bases of what is most advantageous to TMWA. TMWA intends to award the bid to the lowest responsive and responsible bidder. **In addition to the attached “HVAC Maintenance List by Site” form, each bidder is also required to submit completed Pages 13 to 20 of this document.**

Total Bid Price: \$ _____ (total of all bid items “Estimated Annual Cost” from the “HVAC Maintenance List by Site” form – be sure to include that completed/printed form with your bid. If you utilized the calculating Excel Worksheet that is posted to the web site, in addition please provide a disk with your document or e-mail it to jchambers@tmwa.net **AFTER** the bid opening.)

Total Bid Price Written in Words:

The rates below will be utilized for any pre-approved minor HVAC and related repairs which are directly related to the normal operation of TMWA facilities. All Helpers who are necessary to complete the work,, must be accompanied by a Certified Technician. Award of this bid does not guarantee the low bidder will be utilized for all repairs. TMWA may elect to hire another contractor for repairs. Prior authorization is required before any repairs are made to equipment. The Successful bidder will be required to contact the Facilities Coordinator or Authorized TMWA Representative to request authorization for repairs while at a site so that the repairs may be completed while the successful bidder is on the site. It is anticipated that the Successful Bidder will have (at a minimum) the more common belts available for each site in the vehicle when performing maintenance.

Minor HVAC and Related Repair Labor Cost*

Employee	Hourly Rate
Certified Technician – Normal Hours	
Certified Technician - Overtime Hours	
Certified Technician – Emergency Call Out	
Helper Technician – Normal Hours (if necessary)	
Helper - Overtime Hours (if necessary)	
Helper – Emergency Call Out (if necessary)	

*Materials utilized including filters and lubrication are included in the bid price submitted on the HVAC maintenance List by Site Form. Additional materials must be pre-approved for purchase and will be reimbursed by actual cost + 10%.

BIDDER INFORMATION:

Company Name:
Address:
City:
State / Zip Code:
Telephone Number including area code:
Fax Number including area code:
E-mail:

LICENSING INFORMATION:

Nevada State Contractor's License Number:
License Classification(s):
Limitation(s) of License:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:

Business License Number:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:

Taxpayer Identification Number:

DISCLOSURE OF PRINCIPALS:

1.1 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:

1.2 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) Name:
Title:
Other 2) Name:
Title

MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name	
Title	
Name	
Title	
Name	
Title	

(If additional space is needed, attach a separate page)

CERTIFIED TECHNICIANS: Must have a minimum of two certified Technicians. One is required to have at least 10 years of refrigeration and control experience. This is to ensure that TMWA always has access to at least one of the certified technicians. Both technicians must have overall knowledge of all of TMWA’s equipment. Both technicians shall be qualified to work on electrical systems.

Persons and Positions	Years Experience
Name	
Title	
Name	
Title	
Name	
Title	

(If additional space is needed, attach a separate page)

REFERENCES:

1.1 **Instructions:**

1.1.1 List at least three (3) contracts of a similar nature performed by your firm in the last three (3) years. If **NONE**, use your Company's letterhead (and submit with your bid proposal) a list what your qualifications are for this contract. Truckee Meadows Water Authority reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

1.2 **Clients:** (if additional space is needed attach a separate page)

Owner's Representative :	Telephone #
Address (inc. City, State & Zip):	
Owner's Representative's E-mail:	
Facilities Coordinator:	
Amount of Contract:	Date Completed:
Project Title:	
Owner's Representative :	Telephone #
Address (inc. City, State & Zip):	
Owner's Representative's E-mail:	
Facilities Coordinator:	
Amount of Contract:	Date Completed:
Project Title:	
Owner's Representative :	Telephone #
Address (inc. City, State & Zip):	
Owner's Representative's E-mail:	
Facilities Coordinator:	
Amount of Contract:	Date Completed:
Project Title:	

Owner's Representative :		Telephone #
Address (inc. City, State & Zip):		
Owner's Representative's E-mail:		
Facilities Coordinator:		
Amount of Contract:	Date Completed:	
Project Title:		
Owner's Representative :		Telephone #
Address (inc. City, State & Zip):		
Owner's Representative's E-mail:		
Facilities Coordinator:		
Amount of Contract:	Date Completed:	
Project Title:		

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ Signature of Authorized Certifying Official	_____ Title
_____ Printed Name	_____ Date

I am unable to certify to the above statement. My explanation is attached.

_____ Signature	_____ Date
--------------------	---------------

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 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 _____, 2010	
ATTEST:	
On this _____ day of _____, in the year 2010, 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