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1355 Capital Blvd. • PO Box 30013 • Reno, NV 89520-30  
☎ 775.834.8080 • 📠 775.834.801

**Notice to Bidders**  
**THIS IS NOT AN ORDER**

ADVERTISED BID #1011-130  
RELEASE DATE: August 30, 2010

**SEALED BIDS** must be submitted to **TRUCKEE MEADOWS WATER AUTHORITY** (TMWA), in person to 1355 Capital Blvd., Reno, NV 89502 or by mail to P.O.Box 30013, Reno, NV 89520-3013, by not later than 3:00 p.m. on September 14, 2010. Bids received after the date and time set for receipt will be **REJECTED**.

**BID OPENING** will be held publicly at 3:05 p.m. on September 14, 2010 at 1355 Capital Blvd., Reno, NV 89502 .

**BID AWARD** is scheduled to be made by September 24, 2010.

**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/](http://www.tmh2o.com/about_us/doingbusinesswithtmwa/).

**ADDENDUMS** are distributed from TMWA's web site at [http://www.tmh2o.com/about\\_us/doingbusinesswithtmwa/](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.

**COMPLETION DATE:** All work shall be completed by June 30, 2011. TMWA anticipates all inspections to be completed by April 1, 2011.

### 2010-2011 Tank Inspection and/or Cleaning Services

Truckee Meadows Water Authority is seeking sealed bids for UNDERWATER INSPECTION AND/OR CLEANING OF WATER STORAGE FACILITIES for 2009-2010 fiscal year. The intent of this Invitation to Bid is to select an individual or organization qualified to conduct underwater inspections and or cleaning in order to physically inspect and/or clean the interior of water storage tanks and covered and lined reservoirs in the Reno, Sparks, Washoe County, Nevada area for the Truckee Meadows Water Authority hereafter known as “TMWA”. Those so qualified shall include:

- Engineering organizations whose principles are registered professional engineers, with specialization in underwater inspection and cleaning service and having experience in the inspection and cleaning of steel and concrete structures and lined reservoirs.
- Licensed engineers with underwater inspection and or cleaning experience, whose practice has included substantial or major attention to steel and concrete construction
- Inspection or safety agencies that are empowered to render inspection and cleaning service of steel and concrete tanks in the State of Nevada, with experience in steel and concrete construction and maintenance, if such inspection services involve the employment of personnel experienced in underwater inspection.
- An organization that has a proven track record of work in this area and has proven that their organization does have the education, competence and expertise in performing underwater inspection or cleaning of water storage tanks and lined and covered reservoirs.

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. **SUBMITTAL OF BIDS:**

6.1. **Acknowledgment:** The successful bidder understands and acknowledges, when signing this bid solicitation, that if he fails to provide the product(s) within the requirements of the

delivery schedule, or if he fails to satisfy the requirements of these documents or any guarantee or warranty by not performing in accordance therewith, that such failure shall be deemed a material breach and TMWA may pursue all remedies available at law.

- 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.