

## THIS IS NOT AN ORDER

ADVERTISED BID #1011-132  
RELEASE DATE: September 1, 2010

### **Public Sale of TMWA Surplus Generator Sets**

TMWA is accepting sealed bids for the sale of one (1) D399-CAT Portable 1970's vintage rated at 1,000KW Trailer Mounted Generator Set and one (1) Portable Cummins Model #NT400 rated at 200KW Trailer Mounted Generator Set. Bids must be submitted in accordance with the Bid Documents. TMWA has set minimum bids on the equipment. If a bid submitted is over the minimum bid, TMWA will award to the highest bidder for each piece of equipment. The units are located in Reno, NV.

**QUESTIONS** will be accepted until 8am on September 10, 2010. Exceptions to the bid document are not reviewed or approved at bid submission. All exception requests must be submitted through this question review period so that an addendum may be issued and all bidders will have access to bid on the same information on the project. All questions **must be submitted in writing**, and will receive a written response posted on the web page as an Addendum: TMWA's designated contact is Justine Chambers, Purchasing/Contracts Administrator, FAX No. 775-834-8285 and E-mail: [jchambers@tmwa.net](mailto:jchambers@tmwa.net)

**TMWA's WEB-SITE Addenda:** All addenda are posted on the web-site. It is each bidder's responsibility to ensure that they have received all addenda prior to submission of their bid. The web site is located at [http://www.tmh2o.com/about\\_us/doingbusinesswithtmwa/](http://www.tmh2o.com/about_us/doingbusinesswithtmwa/). An addendum will be posted to this web site by 5pm on the 8<sup>th</sup> day of September.

**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 within 3 business days of bid opening.

**PRICES** submitted by the bidder include the purchase of the generator set(s) to be picked up from Reno, NV.

**TERM OF CONTRACT:** As is – no warranty is expressed or guaranteed.

Justine Chambers, Purchasing/Contracts Administrator

# General Conditions

## 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 is tax exempt public entity and is not subject to federal excise, state or local taxes. Exemption numbers or certificates shall be furnished upon request.???

## 2 PREPARATION OF BIDS:

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

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

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

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

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

2.6 Alterations or erasures must be crossed out and the corrections thereof printed in ink or typewritten adjacent thereto. Any corrections must be initialed, in ink, by each person signing the bid.

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

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

2.9 All prices shall be F.O.B. purchaser's destination. No additional charges for freight, packaging, handling, insurance, etc., shall be allowed.

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

2.10.1 The bidder certifies that any and all prices which he may charge under the terms of the contract do not, and will not, violate any existing federal, state or municipal laws or regulations concerning discrimination and/or price fixing. The bidder agrees to indemnify, exonerate, and hold TMWA, and any of its joiners, harmless from liability for any such .

3 **SUBMISSION OF BIDS:**

3.1 **Acknowledgment:**

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

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

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

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

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

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

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

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

3.8 No bids will be accepted by Facsimile transmission.

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

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

#### 4 **WITHDRAWAL OF BIDS**

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

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

#### 5 **APPEAL BY UNSUCCESSFUL BIDDER(S)**

5.1 The Truckee Meadows Water Authority Contracts Division will post the recommendation for award of this Contract on the website: [http://www.tmh2o.com/about\\_us/doingbusinesswithtmwa/](http://www.tmh2o.com/about_us/doingbusinesswithtmwa/). Any Bidder which submitted a bid to TMWA may protest the recommendation for award in accordance with the procedures set forth in NRS 338.142.

5.2 The protest must be submitted in writing to TMWA's Purchasing and Contracts Administrator. In addition to any other information required by law, the protest shall include the following information:

5.3 The alleged violations(s) of:

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

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

5.3.3 Local codes or ordinances referencing section number.

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

5.5 The Bidder filing the protest shall, at the time the protest is filed, post a bond with a good and solvent surety authorized to do business in the state of Nevada, or submit a cashiers check, money order, or certified check, to TMWA who will hold the bond or other security until a determination is made on the protest. The bond or other security submitted with the protest shall be in an amount equal to the lesser of 25 percent of the total Base Bid submitted by the Bidder filing the protest, or \$250,000.00.

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

5.5.2 If the protest is rejected, a claim may be made by TMWA against the bond or other security in an amount equal to the expenses incurred by TMWA because of the unsuccessful protest. Any money remaining after the claim has been satisfied will be returned to the Bidder who posted the bond or submitted the security.

5.6 The protest filed in accordance with these provisions operates as a stay of action in relation to award of the Contract until a determination is made by TMWA on the protest.

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

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

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

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

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

## 6 **AWARD OF CONTRACT**

6.1 TMWA will award the bid/contract on the basis of the bid or bids most advantageous in consideration of the criteria set forth in the State of Nevada Local Government Purchasing Act, Chapter 332 of the Nevada Revised Statutes. The evaluation of bids and the determination as to the highest price offered and arrangements to pick up the generator set(s) and will be based on information furnished by the bidder in his responding proposal, as well as other information reasonably available.

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

6.3 After the award of bid, TMWA will post a notification of who the contract was awarded to on the web site: [http://www.tmh2o.com/about\\_us/doingbusinesswithtmwa/](http://www.tmh2o.com/about_us/doingbusinesswithtmwa/).

## 7 **TELEPHONE CONTACT:**

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

## 8 **INDEMNIFICATION:**

8.1 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.

9        **COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS:**

9.1            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.

10        **WARRANTY AND GUARANTEES:**

10.1            TMWA is not providing the successful bidder with any warranty or guarantees.

11        **STATUS OF AWARDEE:**

11.1            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.

12        **PAYMENTS:**

12.1            The highest Bidder agrees to provide payment to TMWA, and its joiners, in a timely fashion.

13        **DEFAULT OF CONTRACT**

13.1            In case of default by the contractor (successful bidder), TMWA may sale the Generator Sets to other sources.

14        **ARBITRATION:**

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

# Technical Specifications

Doc. No. 4002  
(July 19, 1999)

## 1 Technical Specifications:

The Truckee Meadows Water Authority has two surplus generator sets that are for sale to the public as follows:

- 1) **Generator Set 1: D399 Cat Portable** (Minimum bid \$50,000)
  - a. D399-Cat Portable 1970's vintage rated at 1000KW Ser. #36Z00985
  - b. Kato Synchronous AC generator Ser#86574-5
  - c. The unit does not meet Washoe Co. air quality standards and the fuel and coolant have been drained for over two years
  - d. The unit was in fair condition and able to run before the fluids were drained.
  - e. Total hours on unit are not available this unit was used mainly in emergency situations and has a 1000 gallon day tank on board
  - f. This unit is mounted on an Eager Beaver Trailer Model 7050 manufactured in September 1988
    - i. The trailer is in good condition.
    - ii. This unit was purchased used and we have very little history on the unit.
- 2) **Portable Cummins Mod. #NT400** (Minimum bid \$5,000)
  - a. Portable Cummins Mod. #NT400 Rated at 200KW Ser. # 8096729-84-3.
  - b. This unit has not been used for approximately 6 years it has a cracked block and a bad voltage regulator.
  - c. The unit is in poor condition
  - d. The trailer it is mounted on is in good condition.

Pictures are attached to this bid document as follows:

### CAT

Front Side of Exterior of Trailer  
Radiator  
Outside Access Doors  
Engine Gauge Panel  
Engine Hour Meter  
Interior Trailer View  
Engine Data Plate  
Settings Data Plate  
Generator Control Panel  
Breaker Panels  
Generator Controls Panel Close Up Selection Switches  
Generator Control Panel Close Up Generator Status Gauges

Generator Protective Relay  
Engine Control Panel  
KATO Generator Data Plate  
1,000 Gallon Diesel Fuel Day Tank  
D399 CAT Gage Panel  
Back side of Exterior of Trailer

**Cummins**

Front Trailer  
Left Side of Trailer  
Rear of Trailer  
Right Side of Trailer  
Generator Selector Switch  
Engine View  
Control Panel and Gauges  
Engine Data Plate  
Engine View and instrumentation

End of Document

# Proposal Summary

**BID #1011-132**

**BID TITLE: Public Sale of TMWA Surplus Generator Sets**

**PICK UP** of this equipment by the successful bidder is expected in within \_\_\_\_\_ calendar days of the date when TMWA has received a Cashier's Check or by \_\_\_\_\_ (date) (must be after anticipation of TMWA receiving a Cashier's Check).

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## SUMMARY

By signing this bid document, the bidder agrees that if selected as the highest bidder the bidder shall assume all responsibility for this equipment from TMWA. That the high bidder is responsible to pay the amount bid in this document and remove said equipment once the high bidder has been notified and payment has been properly made to TMWA. The high bidder specifically agrees to defend and hold harmless TMWA, its officers and employees from any and all liability arising from its removal, transportation and use and will indemnify TMWA for any claim, liability or judgment which may be rendered against TMWA as a result of an occurrence after acceptance of this equipment.

**INSTRUCTIONS:** Price your proposal based on the following format. Bidder may submit pricing on either bid item 1) or 2) or both 1) and 2). Equipment below includes

1) **Generator Set 1:** D399-Cat Portable (Minimum bid \$50,000) as provided for in the Technical Specifications: \$ \_\_\_\_\_

Bid Price stated in words:

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2) **Generator Set 2:** Portable Cummins Mod. #NT400 (Minimum bid \$5,000 as provided for the in the Technical Specifications: \$ \_\_\_\_\_

Bid Price stated in words:

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## 2 BIDDER INFORMATION:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State / Zip Code: \_\_\_\_\_

Complete Telephone Number: \_\_\_\_\_

Complete Fax Number: \_\_\_\_\_

