

**INVITATION TO BID
TRUCKEE MEADOWS WATER AUTHORITY
NRS 332 IN EXCESS OF \$50,000
UTILITY BILLING INSERTS – REPROGRAPHIC SERVICES**

TMWA BID NO.: 2017-013

RANGE FOR ESTIMATE: \$50,000.00 - \$60,000.00

PROJECT SCOPE: Truckee Meadows Water Authority (TMWA) is accepting sealed bids for all labor, materials, equipment, and incidentals required for the Utility Billing Inserts – Reprographic Services. The Site of Work will be the successful vendor/bidder's fulfillment facility. The scope of work is described as printing services for utility billing inserts, and delivery of materials to the utility fulfillment center.

BID DOCUMENTS: All bid documents may be downloaded from TMWA's website at <http://tmwa.com/doing-business-with-us/bidding-opportunities/>

PRE-BID MEETING: **Not Required for this Project**

BID SUBMITTAL: Sealed bids must be submitted to TMWA by mail to P.O. Box 30013, Reno, Nevada 89520-3013 or in person to 1355 Capital Boulevard, Reno, NV 89502, and must be **RECEIVED BY TMWA NOT LATER THAN 2:30 P.M. on June 9, 2017**. Bids received after the date and time set for receipt will be **REJECTED**.

BID OPENING: **June 9, 2017, at 2:35 P.M.** at the TMWA Conference Room, 1355 Capital Blvd., Reno, NV 89502. TMWA reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, and to reject the bid of any bidder if TMWA believes that it would not be in the best interest of TMWA to make an award to that bidder. TMWA also reserves the right to waive informalities. Bids will be evaluated as prescribed in Nevada Revised Statute 332.

ANTICIPATED START DATE: On or before July 1, 2017.

COMPLETION DEADLINE: Three Hundred Sixty-Five (365) calendar days on or about June 30, 2018.

PRICES must be quoted as indicated in the Technical Specifications.

TERM OF CONTRACT: One year with the right to renew this contract upon mutual consent of both parties for four (4) additional, one-year periods.

PLANS AND SPECIFICATIONS:

Technical Specifications are included in the Bid Package.

Bidders are to complete all Bid Submittal Forms pages 2-10 contained in the Bid Proposal Form Section of the Bid Documents. The complete contract documents must be submitted to comprise a responsive and responsible bid. **A BID BOND IS NOT REQUIRED FOR THIS PROJECT**

Addenda, if any, shall be posted on the TMWA web-site at <http://tmwa.com/doing-business-with-us/bidding-opportunities/>. It is each bidder's sole responsibility to ensure that they have received all addenda prior to submission of their bid.

QUESTIONS: Questions may be submitted in writing to the Contract Administrator up to three (3) business days before Bid Opening.

Maria I. Dufur, Contract Administrator
Truckee Meadows Water Authority
1355 Capital Boulevard
Reno, NV 89502
(775) 834-8056
Fax (775) 834-8153; e-mail: mdufur@tmwa.com

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INSTRUCTIONS TO BIDDERS

I. BIDDING PROCEDURES

A. Pre-bid Conference - NOT REQUIRED FOR THIS PROJECT

A Pre-bid Conference will be held at the time and place indicated on the Invitation to Bid. The purpose of this conference is to discuss the Project, prospective Bidder concerns, and key issues of the Project. Attendance is mandatory unless otherwise indicated.

B. Designated Contacts

The designated contact for questions pertaining to the Contract Documents, Specifications and/or Drawings is the designated Contract Administrator. All questions should be submitted in writing, and will receive a written response from the Contract Administrator.

Maria I. Dufur
Truckee Meadows Water Authority
P.O. Box 30013
Reno, NV 89502
775-834-8056
FAX No. 775-834-8153
E-mail: mdufur@tmwa.com

C. Interpretations and Addenda

Bidders shall take no advantage of any apparent error or omission in the Bidding Documents. In the event a Bidder discovers such an error or omission, it shall immediately notify the Contract Administrator in writing. Truckee Meadows Water Authority will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents. Any Addendum or written clarification supplementing the Plans, Specifications, and Contract Documents issued prior to the time set for the submittal of Bid Proposal shall be made part of the Contract.

If it becomes necessary to issue a written addendum, a copy will be provided on Truckee Meadows Water Authority Web Site for free download at <http://tmwa.com/doing-business-with-us/bidding-opportunities/>. Truckee Meadows Water Authority is not bound by any oral representations, clarifications, or changes made by employees, or representatives, unless such clarification or change is provided to all Bidders in written form. No significant Addendum shall be issued by Truckee Meadows Water Authority less than one (1) working day prior to the advertised date and time for Bid submittal unless the bid date is extended.

Prior to submission of the Bid, each Bidder shall ascertain that it has received all Addenda issued. The Bidder shall acknowledge receipt of all Addenda by completing the acknowledgment space provided on the Bid Schedule.

D. Bid Preparation and Submission

1. Bid proposals are to be submitted on the Bid Schedule provided and must be manually signed by pen by an officer or authorized agent (with attached power of attorney) of the Bidder. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. Any interlineation or alteration must be initialed in ink by a person authorized to bind the Bidder to a Contract. If the person making said interlineation or alteration is not the same person who signs the Bid Proposal, such person must write his/her signature and print his/her name and title on each page of the Bid Proposal where initials appear. Written delegation of signature authority to an agent acting on behalf of the Bidder must accompany the sealed Bid and cannot contain any language which states the Bidder retains final approval of acceptance of any of the terms conditions, specifications and/or finalized Contract.

2. Each Bid shall be submitted in a sealed envelope and the envelope must be prominently marked on the lower left corner as follows:

TMWA BID NO.: 2017-013

OPENING: June 9, 2017

COMPANY NAME:

Truckee Meadows Water Authority will not consider a Bid that fails to comply with the above stated requirements. Truckee Meadows Water Authority will not be responsible for the premature opening of a Bid not properly addressed or identified. All Bids must be received prior to the time and date specified in the Invitation to Bid at the following address:

**Truckee Meadows Water Authority
P.O. Box 30013, Reno, NV 89520-3013
or
1355 Capital Boulevard, Reno, NV 89502**

3. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified. Mailed Bids must be received by Truckee Meadows Water Authority prior to the closing time for receipt of Bids to receive consideration. Email or Facsimile Bids will not be accepted or considered.

E. Documents Necessary For Submittal – BID BOND NOT REQUIRED FOR THIS BID

The Bid Bond, if applicable, and the Bid Schedule Form comprise the Bid Proposal and all shall be included in the sealed envelope. Truckee Meadows Water Authority will not consider a Bid received if there is an omission of or failure to complete any portion of the required documents prior to the time of Bid Opening. Do not submit the entire bid book. A separate (loose) Bid bond and Bid Schedule Form are provided in the bid document for bid submission.

F. Bid Security – BID BOND IS NOT REQUIRED FOR THIS BID

1. Each Bidder's Proposal must be accompanied by a Cashier's check, Certified Check, or Bid Bond acceptable to Truckee Meadows Water Authority in an amount equal to at least five percent (5%) of the Bidder's "Base Bid" Proposal. Bid Security shall be payable without condition to Truckee Meadows Water Authority as a guarantee that the Bidder, if awarded the Contract, will promptly execute the Contract in accordance with the Bid Proposal and in the manner and form required by the Contract Documents, and will furnish the required Performance and Payment bonds (**Performance and Payment Bonds not required for this Bid**). Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the Bid security may be forfeited to Truckee Meadows Water Authority as liquidated damages, not as penalty. All checks must indicate the Payee as "Truckee Meadows Water Authority" and reflect the Bid number. Failure to enclose Bid security with the sealed Bid will cause the Bid to be rejected and not considered.
2. Surety companies issuing bid bonds must be licensed to issue surety by the State of Nevada Insurance Division. Bonds issued by an individual surety are not acceptable to Truckee Meadows Water Authority.
3. Truckee Meadows Water Authority will have the right to hold the Bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

G. Quantities

The quantities given in the Contract Documents or indicated by the unit Bid items are approximate quantities and are intended to illustrate Scope of Work. The Contractor shall be responsible for verifying the exact quantities involved each month through the measurement and payment provisions of the Contract Documents.

H. Compensation

The Total Bid Price shall cover all Work required by the Contract Documents and necessary or reasonably inferable to achieve completion of the Work. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, tools and temporary utilities; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices Bid. All Work not specifically identified as a pay item in the Bid Schedule shall be considered a non-compensatory obligation of the Contractor, and all costs in connection therewith shall be deemed included in the prices otherwise Bid.

I. Schedule of Values

The purpose of the Schedule of Values shall serve Truckee Meadows Water Authority in two (2) distinct areas:

1. PRIOR TO AWARD OF BIDS - Truckee Meadows Water Authority may request a Schedule of Values for any or all item(s) included in the Bid schedule for the purpose of determining an unbalanced Bid. The analysis shall be conducted by Truckee Meadows Water Authority. All prospective Bidders may be required to prepare a Schedule of Values, and it shall be the Bidder's responsibility to verify the quantities as shown on the Drawings before preparing his Bid. The schedule as shown in the Bid Schedule does not constitute a complete outline of the Work to be performed by the Contractor in accordance with the Contract Drawings and Specifications. This list is intended to include all major items, and the Bid computed there from will be the maximum compensation for all work and materials furnished by the Contractor in order to comply with the Contract Drawings and Specifications, whether or not indicated in the approximate quantities or pertaining to the items of Work listed therein
2. AFTER AWARD OF BID - Truckee Meadows Water Authority will request a Schedule of Values for any or all item(s) included in the Bid schedule for the purpose of making partial payments to the Contractor.

Under no circumstances may any Bid item reflected as LUMP SUM or otherwise be increased or decreased as a result of the Lump Sum Bid breakdown analysis.

J. Validity of Bid

Truckee Meadows Water Authority reserves the right to withhold award of this Contract for a period of thirty (30) days from the date of the Bid opening. The Bidder acknowledges in submitting his/her Bid that all prices listed in the Bid Proposal are valid for a period of not less than thirty (30) days from the date of the Bid Opening.

K. Bidders Representation

Each Bidder by submitting its Bid represents and warrants that:

1. The Bidder, by submission of his Bid, confirms it has familiarized itself with the Invitation to Bid, Plans, Specifications, and Contract Documents and has found them fit and sufficient for the purpose of preparing his Bid. Bidder agrees to all the terms and conditions of the Contract and further agrees that no claim will be made against Truckee Meadows Water Authority, the Project Representative, or the Design Consultant for any damage that he or his subcontractors may have suffered due to the inadequacy of his Bid on account of any alleged errors, omissions, or other deficiencies in the Notice To Contractors, Plans, Specifications, or Contract Documents supplied to him by Truckee Meadows Water Authority.
2. The submission of a Bid shall constitute an acknowledgment upon which Truckee Meadows Water Authority may rely that the Bidder has thoroughly examined and is familiar with the Contract Documents. The Bidder shall in no way be relieved from any obligation with respect to its proposal or to the Contract. ***No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Contract Documents.***
3. The Bidder has inspected the site(s) of the Work and is fully satisfied, by personal examination or by other means, of the locations of the proposed Work, of the actual conditions, including subsurface conditions, of and at the site(s) of the Work. If, during the course of its examinations, a Bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the Bidding documents before submitting his/her bid, the Bidder shall request Truckee Meadows Water Authority, in writing, to provide additional information and explanation.
4. Submission of a Bid by a Bidder shall constitute conclusive evidence that the Bidder has relied solely and exclusively on its own examination of all data and matters requisite to the fulfillment of the Work. ***No claim for additional compensation will be allowed which arises because of Bidder's failure to examine or become fully aware of the items in this paragraph.***
5. The information provided by Truckee Meadows Water Authority is provided for informational purposes only, without representation or warranty of any kind with respect to its accuracy or completeness, and is not intended to and shall not be relied upon as a substitute for, or a supplement to, the independent investigation by the Bidder of site conditions.
6. The Bidder, by signing the Bid Schedule, agrees that all material and workmanship on this Project shall meet or exceed OSHA standards and NOSHA standards.
7. The Bidder is qualified and possesses, at the time of the Bid submittal, all valid licenses (if any) required for this particular Work. Truckee Meadows Water Authority will not consider any Bid that fails to comply with these requirements.
8. The Bidder has a valid Business License and shall submit a copy with the bonds and Contract after award of contract.
9. The Bidder has appropriate work experience to be qualified to fulfill/complete the Work. Bidder has successfully fulfilled/completed at least three similar projects of equal or greater size, scope, type, cost, and complexity within the previous seven years. A similar project is one of the same category as this Project, defined for purposes of this paragraph as utility billing inserts – reprographic services. Bidders must have such prior work experience in order to be deemed responsive or responsible for purposes of bid evaluations. TMWA considers it critical to public health and safety and in the best interests of TMWA that this work only be performed by contractors holding such prior experience.
 - a. Evidence of the Contractor's required project experience shall be provided in the reference section of the Proposal Summary section (additional sheets may be attached as necessary).

b. The requirements for submittal of required project experience also apply to proposed Subcontractors performing specialty work if any. Subcontractor experience shall be provided with submission of the final subcontractor list.

TMWA will determine in its sole and absolute discretion whether a Contractor is responsible, properly licensed, and has the requisite work experience required above to be eligible to perform this Project. Bids by Contractors that lack the proper license or requisite work experience set forth above will be rejected as non-responsible, non-responsive, and/or not in the best interests of TMWA

II. OPENING OF BIDS

A. Opening of Bids.

All Bids received on time and that comply with these requirements will be opened and publicly read aloud at the time and place set forth in the Invitation to Bid. Bidders, their representatives, and all other interested persons may be present at the opening and reading of Bids. Any Bids received after the time for receiving and opening Bids, as set forth in the Notice To Bidders and any Addendum, will not be considered. Any such Bids will be returned unopened to the Bidder.

B. Mistake In Bid

A request for withdrawal of a Bid due to a purported error shall not be considered unless it is given in writing to the Contract Administrator by the Bidder within forty-eight (48) hours after opening of the bid. Any such request shall contain a full explanation of any purported error and shall be supported by the original calculations on which the Bid was computed, together with a certification and notarization thereon that such calculation is the original as prepared by the Bidder or his agent.

In the case of a difference between written words and figures, the amount stated in written words shall govern for a Lump Sum Bid.

In the case of a difference between Unit Price and the extended price, the Unit Price shall govern.

C. Withdrawal of Bid

Before Bid Opening - A Bidder may request withdrawal of his/her posted, sealed Bid prior to the scheduled Bid opening time provided the request is submitted to the Contract Administrator's Office in writing or an authorized representative must present himself with proper identification to the Contract Administrator's office and verbally request that the Bid be withdrawn.

After Bid Opening - No Bids may be withdrawn for a period of thirty (30) calendar days after the date of Bid opening, except as set forth in A above. All responsive and responsible Bids received are considered firm offers for the time period specified above and may be considered for award. The Bidder's offer will expire at the time specified above or upon acceptance by Truckee Meadows Water Authority, which occurs when the successful Bidder provides the bonds, insurance, and submits the signed Contract to Truckee Meadows Water Authority for execution and Truckee Meadows Water Authority executes the Contract.

III. AWARD OF CONTRACT/REJECTION OF BIDS/DISQUALIFICATION OF BIDDERS

A. Award of Contract

Truckee Meadows Water Authority will award the Contract pursuant to the provisions of State law including but not limited to:

- (a) Chapter 332 (Purchasing: Local Governments)
- (b) Chapter 339 (Contractor's Bonds)
- (c) Chapter 624 (Contractors).

B. Rejection of Bids

Truckee Meadows Water Authority reserves the right to waive any informality or irregularity in any Bid received, and to reject any or all Bids. In the case of rejection of all Bids, Truckee Meadows Water Authority reserves the right to advertise for new Bids or to proceed to do the Work otherwise if it is in the best interest of Truckee Meadows Water Authority.

C. Irregular Bid

A Bid shall be considered irregular for the following reasons, any one or more of which may be cause for rejection:

1. If the Bid Schedule furnished by Truckee Meadows Water Authority is not used or is altered.
2. If there are unauthorized additions, conditional or alternate Bids, or omissions or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning, or give the Bidder submitting the same an unfair competitive advantage over other Bidders.
3. If the Bid submitted contains any erasure, interlineations, or other corrections unless each such correction is prepared and authenticated in acceptance with the provisions of Paragraph IB.1.E (1).

D. Unbalanced Bid

If the Unit Bid Item prices and/or schedule of values of a prospective Bidder's Bid are obviously unbalanced, either in excess or below the reasonable cost analysis values, the Bid may be rejected. All Bids with separately priced line items shall be analyzed to determine if the prices are unbalanced. A bid may be rejected if Truckee Meadows Water Authority determines that the lack of balance poses an unacceptable risk to Truckee Meadows Water Authority.

A Bid with unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more bid items is significantly over or understated as indicated by the application of cost or price analysis techniques. The greatest risks associated with unbalanced pricing occur when:

1. Over pricing of startup work, mobilization, or early items of work (front end loading) would cause a bidder to receive substantial up-front payment;
2. Base quantities and option quantities are separate line items;
3. The quantities as bid are incorrect and the contract cost will be increased when quantities are corrected; or
4. On items where the quantities may vary, if the anticipated variation in quantity would result in the lower Bidder not remaining as the low Bidder.

E. Disqualification of Bidders

Any one or more of the following may be considered as sufficient for the disqualification of a prospective Bidder and the rejection of the Bid:

1. The Bidder is not responsive or responsible;
2. The quality of the services, materials, equipment or labor offered does not conform to the approved Contract plans and specifications;
3. Evidence of collusion among prospective Bidders; (Participants in such collusion will receive no recognition as Bidders)
4. Lack of contractor's license classification required by Truckee Meadows Water Authority for this Work;

5. More than one Bid for the same work from an individual, firm, or corporation under the same or different name;
6. Lack of competency, understanding of the scope of the Work, adequate machinery, plant and/or equipment as revealed by the requested experience or subcontractor information;
7. Unsatisfactory performance record as shown by past work for Truckee Meadows Water Authority, judged from the standpoint of workmanship, progress, and quality of services/goods provided;
8. Uncompleted work which, in the judgment of Truckee Meadows Water Authority, might hinder or prevent the prompt completion of additional work, if awarded;
9. Failure to pay or satisfactorily settle all bills due for labor and material on any contract(s);
10. Failure to comply with any requirements of Truckee Meadows Water Authority;
11. Failure to list, as required, all subcontractors who will be employed by the Bidder;
12. Negative actions against the Contractor's license by the Nevada State Contractor's Board; or
13. Any other reason determined, in good faith, to be in the best interest of Truckee Meadows Water Authority.

IV. BID PROTESTS

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 as if such procedures applied to a contract awarded under NRS 332. 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:

1. The alleged violations(s) of: (a) Contract Documents referencing page number, item, and paragraph; (b) Nevada Revised Statutes referencing the specific chapter, section, and subsection; or (c) Local codes or ordinances referencing section number; and
2. Supporting documentation such as Nevada State Contractors Board licensing information or other detailed proof to substantiate the protest.

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 cashier's 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.

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

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.

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

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.

TMWA's Administrator of Purchasing and Contracts will promptly issue a decision in writing to the protester and any other party intervening. 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.

An award recommendation will be made and presented to the Truckee Meadows Water Authority for a final decision. TMWA will not consider protests unless the procedures specified in this Section are followed.

V. BID PREPARATION EXPENSES

By accepting the Bid Proposal of the Bidder, Truckee Meadows Water Authority assumes no obligation to reimburse the Bidder for Bid preparation expenses. No Bidder shall have any right or claim against Truckee Meadows Water Authority for reimbursement of Bid preparation expenses.

VI. COLLUSION, DISCRIMINATION, AND/OR PRICE FIXING

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 Truckee Meadows Water Authority harmless from liability for any such violation now and throughout the term of the Contract.

VII. CONTRACT AWARD

A. Method of Award. The Bid, if awarded, will be awarded to the lowest responsive and responsible Bidder. Bidder must bid all items to be responsive and considered for award.

B. Time of Award. The award, if made, will be within thirty (30) calendar days after the opening of Bids. Truckee Meadows Water Authority reserves the right to accept or reject any or all Bids received.

C. Bonds. The successful contractor will be required to provide the Bonds as indicated in Article 5 of the General Conditions.

D. Insurance. Insurance as described in the General Conditions shall be required of the Contractor not later than ten (10) calendar days after receipt of the Notice of Award. The Contractor shall procure and maintain, at its own expense, all the insurance required as stated herein, and shall submit coverage verification (certificates) for review and approval by Truckee Meadows Water Authority. A Notice to Proceed may be issued prior to receipt of the required insurance, bonds, and signed contracts starting the time for contract performance on the project, however, the Contractor will not be permitted to work prior to Truckee Meadows Water Authority's receipt and approval of the insurance, bonds and signed contract. Said certificates shall be specific to the project and all notices regarding insurances shall be delivered to:

Truckee Meadows Water Authority
Attn: Maria Dufur, Purchasing and Contracts Administrator
P. O. Box 30013
Reno, NV 89520

The Notice to Proceed shall not be issued and Contractor shall not commence work, until such insurance has been approved by Truckee Meadows Water Authority. The Contractor shall not allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by Contractor. Such insurance shall remain in full force and effect at all times during the execution of the Work and until the final completion and acceptance thereof and at all times thereafter as dictated in this Contract and the General Conditions.

If the Contractor fails to maintain any of the insurance coverage required herein, Truckee Meadows Water Authority will have the option to declare the Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. The Contractor is responsible for any expenses paid by Truckee Meadows Water Authority to maintain such insurance and Truckee Meadows Water Authority may collect the same from the Contractor or deduct the amount paid from any sums due the Contractor under the Contract.

The insurance requirements specified herein do not relieve the Contractor of responsibility or limit the amount of liability to Truckee Meadows Water Authority or other persons, and the Contractor is encouraged to purchase such additional insurance as he deems necessary.

E. Penalty for Collusion. If, at any time, it is found that the Contractor has, in presenting any bid or bids, colluded with any other party or parties, then the Contract shall be null and void, and the Contractor and its sureties shall be liable for loss or damage which Truckee Meadows Water Authority may suffer thereby, and Truckee Meadows Water Authority may advertise for new bids for said Work. The Contractor further 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.

F. Copeland Anti-Kickback Law. The Contractor shall comply with the Copeland Anti-Kickback Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Contractor or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public facilities, to give up any part of the compensation to which he is otherwise entitled.

G. Media Contact. The Contractor shall immediately contact the TMWA Project Manager assigned to them, if they are approached by the media while working on any TNWA project.

END OF INSTRUCTIONS TO BIDDERS

BID PROPOSAL FORMS

BID BOND – NOT REQUIRED FOR THIS BID

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

as Principal, hereinafter called Contractor, 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 Contractor 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 **TMWA Bid #2017-013** and titled **“Utility Billing Inserts – Reprographic 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 _____, 20____

(Signature of Principal) **Name:** _____

Title: _____

(Seal)

Firm: _____

Address: _____

City/ State / Zip Code: _____

Written Name of Principal: _____

(Signature of Notary) **ATTEST NAME:** _____

Subscribed and sworn before me this _____ day of _____, 20____

(printed name of notary)

Notary Public for the State of _____

| Claims Under This Bond May Be Addressed To: | |
|---|--|
| Name of Surety | |
| Address | |
| City | |
| State/Zip Code | |
| Name | |
| Title | |
| Phone | |
| 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.

BID SCHEDULES
(Cont)

BID SCHEDULES

TMWA BID NO.: 2017-013

BID TITLE: Utility Billing Inserts – Reprographic Services

NOTICE: No substitution or revision to this Bid Schedule form will be accepted. Truckee Meadows Water Authority will reject any Bid that is received that has changes or alterations to this document. Prevailing Wages do not apply to this project

PRICES must be valid for 30 calendar days after the bid opening.

COMPLETION of this project is expected **PURSUANT TO CONTRACT DOCUMENTS.**

BIDDER acknowledges receipt of _____ Addendums.

Item pricing on this schedule is for use in preparing the schedule of values that will be used as a basis for partial payment during product/service period and for internal TMWA use. Item descriptions are not intended to be all inclusive. Bidders shall include costs for work not specifically mentioned in the most appropriate item.

Refer to Article 7 of the General Conditions, if applicable, for a list of items that may be included in the mobilization bid item. TMWA reserves the right to perform extra work using time and expense or negotiated lump sum procedures.

The Contract Sum will be adjusted (increased or decreased) for actual quantities per unit price items. Lump sum items will not be adjusted.

Compliance with all permit and environmental requirements, if applicable, is incidental to the Work. No separate bid item, or additional payment provisions, shall be made for operational constraints or conditions placed on the Work by permitting agency requirements.

(signature)

SUMMARY

| Description | Unit Price | Total Price per Month | Estimated Months | Total Price per Year |
|--|-----------------|-----------------------|------------------|----------------------|
| 1. TMWA Newsletter (105,000 per month) | per Thousand | | 12 | |
| 2. "Buck-Slip" inserts (up to 105,000 – printed as needed) | per Thousand | | 1 | |
| 3. Rate Schedule (10,000) printed as needed) | per Thousand | | 1 | |

BID SCHEDULES
(Cont)

| Description | Unit Price | Total Price per Month | Estimated Months | Total Price per Year |
|---|-----------------|-----------------------|------------------|----------------------|
| 4. Assigned-Day Watering Magnet + Card (up to 10,000 – printed as needed) | per Thousand | | 1 | |
| 5. Bill Payment Options Brochure (10,000 printed as needed) | per Thousand | | 1 | |
| 6. Bill Explainer Brochure (10,000 printed as needed) | per Thousand | | 1 | |
| 7. Smart Watering Tips Card (10,000 printed as needed) | per Thousand | | 1 | |
| TOTAL BID PRICE | | | | |

Total Bid Price Written in Words: _____

NOTES:

1. Quantities have been estimated for bid purposes. Actual quantities can fluctuate.
2. Gang Printing is permitted.
3. In addition to pages 2-10, the following samples must be provided with submission of your bid:
 - a. Pantone Matching System (PMS)
 - b. Four Color Process Work

4. Bidders shall price their bid using the following guideline:

Unit Price per 1000 * Thousand Quantity = Total Price per Month
 Total Price Per Month * Estimated Months = Total Price per Year.

Example Bid Item #1: assuming an inaccurate amount of \$2 per thousand
 \$2 (per thousand) * 85 (thousand) = \$170 (Total Price per Month)
 \$170 (Price Per Month) * 11 (Estimated Months) = \$1,870 (Total Price per Year)

BID SCHEDULES
(Cont)

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: NOT REQUIRED FOR THIS BID |
| 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: |
|---------------------------------|

BID SCHEDULES
(Cont)

DISCLOSURE OF PRINCIPALS:

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: |

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 |

BID SCHEDULES
(Cont)

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)

REFERENCES:

1. **Instructions:**

List at least three (3) contracts of a similar nature performed by your firm in the last three (3) years. 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. See the Instructions to Bidders for the TMWA Project Category required for this project.

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

BID SCHEDULES
(Cont)

| | |
|-----------------------------------|-----------------|
| Owner's Representative : | Telephone # |
| Address (inc. City, State & Zip): | |
| Owner's Representative's E-mail: | |
| Superintendent: | |
| Amount of Contract: | Date Completed: |
| Project Title: | |
| TMWA Project Category: | |
| | |
| Project Name: | |
| Owner's Representative : | Telephone # |
| Address (inc. City, State & Zip): | |
| Owner's Representative's E-mail: | |
| Superintendent: | |
| Amount of Contract: | Date Completed: |
| Project Title: | |
| TMWA Project Category: | |
| | |
| Project Name: | |
| Owner's Representative : | Telephone # |
| Address (inc. City, State & Zip): | |
| Owner's Representative's E-mail: | |
| Superintendent: | |
| Amount of Contract: | Date Completed: |
| Project Title: | |
| TMWA Project Category: | |
| | |

BID SCHEDULES

(Cont)

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

BIDDER'S SAFETY INFORMATION – NOT REQUIRED FOR THIS BID

Bidder's Safety Factors:

| Year | "E-Mod" Factor ¹ | OSHA Incident Rate ² |
|--|-----------------------------|---------------------------------|
| 2015 | | |
| 2016 | | |
| ¹ E-Mod (Experience Modification) Factors are issued by the National Council on Compensation Insurance (NCCI). ² OSHA Incident Rate is the number of OSHA Recordable Accidents multiplied by 200,000 and then dividing that result by the total number of annual man-hours. Please refer to the U.S. Department of Labor Occupational Safety and Health Administration's website for calculating worksheets and current requirements. | | |

ACKNOWLEDGMENT AND EXECUTION

STATE OF _____)
County of _____) SS

(Name of Principal)

Hereby deposes and says under the penalty of perjury:

That he/she is the Contractor, or authorized agent of the Contractor for whom the aforesaid described work is to be performed by; that he/she has read the Plans, Specifications, and related documents including but not limited to, any addendums issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by Truckee Meadows Water Authority (Owner) and to do and perform all work for the **"Utility Billing Inserts," TMWA Bid No.: 2017-013**, together with incidental items necessary to fulfill/complete the work listed in the bid schedule in accordance with the Specifications, and Contract Documents annexed hereto.

TO THE GENERAL MANAGER OF TRUCKEE MEADOWS WATER AUTHORITY, NEVADA:

The undersigned, as bidder, declares that the only persons or parties interested in this proposal, as principals, are those named herein, the bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid: that this proposal is made without collusion with any other person, firm or corporation; that he/she has carefully examined the location of the proposed work; the annexed proposed form of Contract, the Contract Provisions, Plans, Specifications and Contract Documents incorporated therein referred to and made part thereof; that he/she proposes and agrees if this proposal is accepted, that he/she will contract with Truckee Meadows Water Authority in the form of the Contract prescribed, to provide all necessary machinery, tools, apparatus and other means necessary, and to do all the work and furnish all the materials specified in the Contract and annexed Contract Provisions, and Specifications, in the manner and time prescribed and according to the requirements of the Project Representative as therein set forth, it being understood and agreed that the quantities shown herein are approximate only and are subject to increase or decrease, and that he/she will accept, in full, payment therefore the indicated prices.

Contractor/Bidder:

(Printed Name of Contractor/Bidder)

BY:

Firm:

Address:

L.S.

City:

State / Zip Code:

Telephone Number:

Fax Number:

E-mail Address:

(Signature of Principal)

Signature:

DATED this _____ day of _____, 20__.

State of Nevada)
County of _____) S.S.

On this _____ day of _____, in the year 20__, 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.

Notary's Signature:

My commission Expires:

("SAMPLE")
AGREEMENT FOR SERVICES
(NRS 332 Service Providers)

THIS AGREEMENT FOR SERVICES ("Agreement") is made this ____ day of _____, 201__, by and between _____ (hereinafter referred to as "Contractor") and Truckee Meadows Water Authority (hereinafter referred to as "TMWA").

RECITALS

WHEREAS, TMWA is authorized to engage the services of persons as independent contractor pursuant to NRS Chapter 332; and

WHEREAS, Contractor has represented it is duly qualified and licensed in the State of Nevada and Washoe County for the purposes of performing the Scope of Work herein;

WHEREAS, TMWA wishes to retain Contractor to perform certain services for TMWA and Contractor is willing to perform these services in accordance with the terms and provisions of this Agreement

1. DEFINITIONS. "TMWA" means the Truckee Meadows Water Authority, its directors, officers, employees and immune contractors (other than Contractor) as defined in NRS 41.0307.

2. SCOPE OF WORK

2.1. Description of Work. Contractor shall provide and perform the services set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference for and on behalf of TMWA (collectively the "Services") during the term of the Agreement.

2.2. Competence to Perform Services. Contractor represents that it and/or the persons it may employ possess all skills and training necessary to perform the Services described herein and required hereunder. Contractor shall perform the Services faithfully, diligently, in a timely and professional manner, and to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. Contractor represents that neither the execution and delivery of this Agreement, nor the rendering of services by the Contractor hereunder, will violate the provisions of, or constitute a default under, any other contract or agreement to which the Contractor is a party or by which the Contractor is bound, or which would preclude the Contractor from performing the services required of the Contractor hereunder, or which would impose any liability or obligation upon TMWA for accepting such services. Contractor shall be responsible for the professional quality and technical accuracy of all Services furnished by Contractor to TMWA.

2.3 Time of Completion. This contract continues until either party gives notice as provided for in Section 6 of this Agreement.

2.4 Permits and Regulations. Before commencing with the performance of any work under this Agreement, the Contractor shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Agreement, the Contractor shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Agreement. If the Contractor performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom. Contractor agrees to obtain all appropriate business licenses and provide a copy to TMWA prior to commencing work.

3. TMWA RESPONSIBILITIES. TMWA shall:

- a. Make available to the Contractor all technical data that is in TMWA's possession, reasonably required by the Contractor relating to the Contractor's Services.
 - b. Provide access to and make all provisions for the Contractor to enter upon public and private lands, if applicable, to the fullest extent permitted by law, as reasonably required for the Contractor to perform the Services under this Agreement.
 - c. Examine all reports, correspondence, and other documents presented by the Contractor upon request of TMWA, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the Contractor.
- 4. TERM.** This Agreement shall commence on July 1, 2017 and shall terminate upon the completion of the Services approximately three hundred sixty-five (365) days on or about June 30, 2018, unless sooner terminated by either party as specified in Section 6. Upon mutual consent of both parties this contract may be extended for four (4) additional, one-year periods.

5. COMPENSATION.

5.1 Amount. As compensation for all of Contractor's Services hereunder, TMWA agrees to pay Contractor compensation based upon time and materials and the attached fee schedule or compensation based upon a lump sum amount as provided for in the attached Scope of Work(s) hereinafter called the "**Contract Sum**". The Contract Sum represents full and adequate compensation for the completed work, and includes the furnishing of all materials, and all labor, equipment, tools, and appliances, and all expenses, direct or indirect, connected with the proper execution of the work

5.2 Payment. Payment by TMWA for services rendered by Contractor shall be due within thirty days upon receipt of invoices. If payment is not made in a timely manner, Contractor may, in the event TMWA fails to cure the deficiency after seven days written notice from Contractor, suspend the services under this Agreement until Contractor has been paid in full. TMWA does not agree to and will not reimburse Contractor for expenses unless specifically provided otherwise in this Agreement.

5.3 Funding Out Clause. TMWA reasonably believes that funds can be obtained sufficiently to make all payments during the term of this agreement. If the TMWA does not allocate funds to continue the function performed by the Contractor obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire.

6. TERMINATION.

6.1. Termination Without Cause. This Agreement may be terminated by TMWA without cause upon ten (10) days written notice to Contractor. If this Agreement is so terminated, Contractor shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.

6.2 Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:

- (i). If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
- (ii). If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- (iii). If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- (iv). If TMWA materially breaches any material duty under this Agreement and any such breach impairs Contractor's ability to perform; or
- (v). If it is found by TMWA that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any

officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.

6.3. Opportunity to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in Section 6.2, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

6.4 Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:

(i). The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

(ii). Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by TMWA;

(iii). Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by TMWA;

(iv). Contractor shall promptly deliver to TMWA possession all proprietary information in accordance with Section 16.

7. INSPECTION & AUDIT.

7.1 Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to TMWA, the State of Nevada or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

7.2. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), papers, including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or

without notice by TMWA Auditor, or its contracted examiners, representatives of Washoe County, or any of their authorized representatives. Such records shall include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this Section. Contractor will cooperate fully and will cause all of Contractor's subcontractors to cooperate fully in furnishing or in making available to TMWA from time to time all such information, materials and data whenever requested. All subcontracts shall reflect requirements of this paragraph.

7.2.1 Recovery of Costs. If an audit inspection or examination in accordance with this section, discloses overcharges of any nature by the Contractor to TMWA in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of TMWA's audit shall be reimbursed to TMWA by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of TMWA's findings to Contractor.

7.3 Period of Retention. All books, records, reports, and statements relevant to this Agreement must be retained a minimum three years. The retention period runs from the date of payment for the relevant goods or services by TMWA, or from the date of termination of the Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

8. INDEPENDENT CONTRACTOR. Contractor is associated with TMWA only for the purposes and to the extent specified in this Agreement, and in respect to performance of the contracted services pursuant to this Agreement, Contractor is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for TMWA whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and TMWA shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of TMWA; (4) participation or contributions by either Contractor or TMWA to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; (6) unemployment compensation coverage provided by TMWA. Contractor shall indemnify and hold TMWA harmless from, and defend TMWA against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of

TMWA. TMWA and Contractor shall evaluate the nature of services and term negotiated in order to determine “independent contractor” status and shall monitor the work relationship throughout the term of the Agreement to ensure that the independent contractor relationship remains as such.

9. INDEMNIFICATION BY CONTRACTOR. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding TMWA’s right to participate, TMWA from and against any and all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys’ fees and costs, arising in whole or in part out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents, excepting therefrom any liability arising out of the sole negligence of TMWA.

10. LIMITED LIABILITY. TMWA will not waive and intends to assert available NRS chapter 41 liability limitations and other liability limitations available at law in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in this Agreement or any incorporated attachments. Damages for any TMWA breach shall never exceed the amount of funds appropriated for payment under this Agreement, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Contract damages for any Contractor breach shall not exceed 150% of the contract maximum “not to exceed” value. Contractor’s tort liability shall not be limited. Neither party shall be responsible for the negligent acts of the other party in the performance of this Agreement.

11. INSURANCE.

11.1 By Contractor. Unless expressly waived in writing by TMWA, Contractor, as an independent contractor and not an employee of TMWA, must obtain and maintain policies of insurance in amounts specified in this Section 11 and pay all taxes and fees incident hereunto. TMWA shall have no liability except as specified in this Agreement. Contractor shall, at Contractor’s sole expense, procure, maintain and keep in force the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by TMWA, the required insurance shall be in effect prior to the commencement of work by Contractor.

11.2 Form of Coverage. 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 thirty (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.

11.2.1. Waiver of Subrogation: Each liability insurance policy shall provide that the insurance company waives all right of recovery by way of subrogation against TMWA, its officers, employees and immune contractors in connection with damage covered by any policy.

11.3 Policies Required.

11.3.1 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.

11.4 Evidence of Insurance. Prior to the start of any Work, Contractor must provide the following documents to TMWA, Attention: Purchasing & Contracts, P.O. Box 30013, Reno, NV 89520-3013:

11.4.1 Certificate of Insurance. Contractor must provide a Certificate of Insurance form to TMWA to evidence the insurance policies and coverage required of Contractor.

11.4.2 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.

Compliance with the insurance requirements of this Agreement shall not limit the liability of Contractor or its sub-contractors, 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.

12. GOVERNMENT OBLIGATIONS. Contractor shall be responsible for all applicable federal, state, and local government obligations. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS Chapter 361. Contractor warrants that it has a valid business license. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Agreement. TMWA may set-off against consideration due any delinquent government obligation.

13. ACCEPTANCE BY TMWA. It is expressly understood and agreed that all work done by the Contractor shall be subject to inspection and acceptance by TMWA and approval of work shall not forfeit the right of TMWA to require correction, and nothing contained herein shall relieve the Contractor of the responsibility of the work required under the terms of this Contract until all work has been completed and accepted by TMWA

14. NOTICE. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party as indicated on Page 12 of this agreement.

15. TMWA OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Agreement), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Agreement shall be the exclusive property of TMWA and all such materials shall be delivered into TMWA possession by Contractor upon completion, termination, or cancellation of this Agreement. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Agreement without the prior written consent of TMWA. Notwithstanding the foregoing, TMWA shall have no proprietary interest in any materials licensed for use by TMWA that are subject to patent, trademark or copyright protection.

16. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. TMWA will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may clearly label individual documents as a "trade secret" or "confidential" provided that Contractor thereby agrees to indemnify and defend TMWA for honoring such a designation. The failure to so label any document that is released by TMWA shall constitute a complete waiver of any and all claims for damages caused by any release of the records. If a public records request for a labeled document is received by TMWA, TMWA will notify Contractor of the request and delay access to the material until seven working days after notification to Contractor. Within that time delay, it will be the duty of Contractor to act in protection of its labeled record. Failure to so act shall constitute a complete waiver.

17. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Agreement.

18. MISCELLANEOUS.

18.1 Force Majeure. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

18.2 Remedies. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.

18.3 Waiver of Breach. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

18.4 Severability. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

18.5 Assignment. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Agreement without the prior written consent of TMWA.

18.6 Proper Authority. Each party represents that all required authorizations have been obtained to execute this grant and for the compliance with each and every term hereof. Each person signing this Agreement warrants and represents to the other party that he or she has actual authority to execute this Agreement on behalf of the party for whom he or she is signing.

18.8 Arbitration. Any controversy of claim arising out of or relating to this Agreement, or the breach thereof, provided both parties agree, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrators(s) may be entered in any court having jurisdiction thereof.

18.9 Jurisdiction. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. Contractor consents to the jurisdiction of the Nevada district courts for enforcement of this Agreement. In the event the arbitration award is challenged, or the controversy

proceeds to litigation instead of arbitration, any action or proceedings seeking to do so must be brought in the courts of the State of Nevada, County of Washoe, or if a party can acquire subject-matter jurisdiction, in the United States District Court for the District of Nevada. Each of the parties consents to the personal jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

18.10 No Unfair Employment Practices. In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age. Such Agreement shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of these provisions by Contractor shall constitute a material breach of contract. As used in this Article, sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality.

18.11 Entire Contract and Modification. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

The signature page follows this page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby. All required insurance must be provided before this agreement is fully executed. This agreement becomes effective once all parties have signed.

CONTRACTOR

Company Name: _____
Address: _____
Cont: _____
Phone: _____
FAX: _____
E-mail: _____
By: _____
Printed Name: _____
Title: _____
Dated: _____
Business License #: _____
Expires: _____

This agreement was requested:

By: _____

TMWA

TRUCKEE MEADOWS WATER
AUTHORITY

By: _____

Its: _____

Dated: _____

Correspondence Address:

TMWA

P.O. Box 30013

Reno, NV 89520-30013

Attention: Maria I. Dufur

Purchasing and Contracts Administrator.

Ph: 775-834-8056

Fax: 775-834-8153

EXHIBIT A

NRS 332

CONTRACT SUM AND SCOPE OF WORK

CONTRACT SUM: _____ Dollars (\$_____)

SCOPE OF WORK:

Printing services for utility billing inserts, and delivery of materials to utility fulfillment center.

Technical Specifications

1. **General:**

1.1.1. Truckee Meadows Water Authority (TMWA) is accepting bids from interested “vendors” for Printing Services for Utility Bill Inserts, beginning July 2017 for one year. This contract may be renewed for up to four (4) additional, one (1) year terms with the approval of both parties.

1.2. TMWA’s printing requirements include, but are not limited to:

1.2.1. TMWA Newsletter

1.2.2. Buck/slips Inserts for TMWA mailing and as needed. Full and partial runs may be needed.

1.2.3. Water Rates Schedule

1.2.4. Assigned Day Watering Magnet + Card

1.2.5. Bill Payment Options brochure

1.2.6. Bill Explainer brochure

1.2.7. Smart Watering Tips Card

2. **Vendors shall provide the following services:**

2.1. Proofs/Press Check: Proofs will be required on new projects or if there is a major type change from the previous printing. Proofs are to be received for approval within 3 (three) working days from receipt of order. An authorized person from TMWA or GoodStanding (TMWA’s designated representative) placing the order must verify that the proofs/press check meets the specified requirements before the print job can be filled.

2.2. Technical Assistance: The successful vendor(s) shall provide technical assistance and consult with TMWA and GoodStanding in the area of paper samples.

2.3. Packaging: Upon request, all printing shall be “shrink” wrapped in quantities. When cartons are necessary, each shall be marked with the form name, number, quantity and purchase order/print stub requisition number. TMWA would require shrink wrapping if material is received damaged. It is the bidder’s responsibility to provide product to Kubra Texas undamaged.

2.4. Product Expectations: Quality – Consistent press work (no heavy or light areas of ink). Fonts shall appear as requested or as it appears on “sample”. Samples of print quality shall be made available upon request. The successful vendor shall provide proofs as needed. The successful vendor shall provide comparable paper samples if paper requested is not available.

2.5. Delivery: Delivery is required to the delivery point(s) as requested by TMWA or GoodStanding in accordance with the delivery terms and conditions as set fourth in the bid document.

2.6. Invoicing Requirement: All item(s) requested by TMWA and/or GoodStanding, whether picked up or delivered, shall be accompanied by a proper invoice billed to TMWA, Finance Department, P.O. Box 30013, Reno, Nevada 89520-3013. A PDF copy of the invoice(s) should be emailed after every single job to rebecca@goodstandingoutreach.com.

3. **Printing Time-frames (estimated dates) and Delivery Locations:**

3.1.1. The printer will have 5 business days (plus weekends) to complete the print order. Proof and Press checks are required but can be waived by TMWA / GoodStanding. Samples, if requested, must be provided prior to shipping to TMWA or GoodStanding.

3.2. Approved Items will be shipped to: (At TMWA's discretion, TMWA may elect to have the shipping billed to TMWA on a TMWA account – see proposal summary for both billing options)

3.2.1. Items must ship to Kubra, TMWA's fulfillment vendor, at 955 Freeport Parkway, Suite 200, Coppell, Texas 75019

3.2.2. Shipments must arrive five (5) days prior to the bill cycle 1 date (which is on or about the last day of each month) Dates will be provided for future deadlines four (4) weeks before the beginning of the next calendar year.

3.2.3. Some extra copies (as approved in advance) will be delivered to:

3.2.3.1. TMWA, 1355 Capital Blvd. Reno, NV 89502 (approximately 200)

3.2.3.2. GoodStanding, 645 Court St., Reno, NV 89501 (approximately 12)

3.3. **Sample of Billing Cycle and Deadline Dates:**

3.3.1.1. Deadlines for TMWA's delivery of file to printer of more than eleven (11) business days prior to the deadline of product to Texas will not be considered. Bidders will be evaluated based on the ability to meet the minimum deadline time for TMWA to submit Artwork to the Printer

| | Cycle Dates | Deadline – File to Printer | Deadline - Product to TX |
|-----------|---------------------------|---------------------------------------|-------------------------------------|
| July | June 29 – July 30 | June 15 | June 22 |
| August | August 1 – August 29 | July 13 | July 24 |
| September | August 31 – September 28 | August 15 | August 24 |
| October | October 2 – October 30 | September 14 | September 24 |
| November | October 31 – November 29 | October 12 | October 23 |
| December | November 30 – December 28 | November 12 | November 20 |
| January | January 2 – January 29 | December 10 | December 19 |
| February | January 31 – February 27 | January 14 | January 23 |
| March | March 1 – March 28 | February 14 | February 22 |
| April | April 1 – April 29 | March 13 | March 22 |
| May | May 2 – May 30 | April 15 | April 24 |
| June | May 31 – June 28 | May 14 | May 23 |

4 **Pallet and Shipping Requirements:**

4.1 **Carton and Packing Requirements**

- 4.1.1 Cartons should be of 200lb. crush test.
- 4.1.2 Fill boxes full. Use corrugated cardboard for added filler.
- 4.1.3 Carton packaging should be in increments of 500's.
- 4.1.4 Inserts must be banded using a 1 ½" to 3 wide paper band.
- 4.1.5 NO PLASTIC STRAPS, STRING OR RUBBER BANDS MAY BE USED.
- 4.1.6 Maximum carton weight: 40lbs.
- 4.1.7 Cartons must be sealed with 3" wide tape.
- 4.1.8 Inserts in tubs or containers other than cartons will be subject to manual handling fees.
- 4.1.9 Vendor will not accept responsibility for counts or quality handling of improperly packaged or labeled materials.
- 4.1.10 Cartons must be packed with a slip-sheet on the bottom and one on top of the inserts.

4.2 Pallet Requirements:

- 4.2.1 40x48 (preferred), 42x48 (will accept).
- 4.2.2 Use pallets with double plywood or slats.

4.3 Pallet Packaging

- 4.3.1 Pallets should be 4 ½' high.
- 4.3.2 Boxes should be layered to lock if possible
- 4.3.3 Corner guards and skid toppers are recommended. Any damaged boxes on delivery will be refused.
- 4.3.4 Product should be tightly stretch-wrapped to skid.
- 4.3.5 Each unique insert product should be arranged collectively on a unique pallet(s), do not mix products on a single pallet.

4.4 Carton labeling requirements:

- 4.4.1 Each label should contain the following, printed in characters at least 1" high:
- 4.4.2 Item description and sku number.
- 4.4.3 Carton quantity.
- 4.4.4 Vendor name
- 4.4.5 Material production date.
- 4.4.6 All boxes must be labeled.
- 4.4.7 All boxes require a sample attached to the outside of the box.

4.5 Packing slip must include:

- 4.5.1 Item description and sku number
- 4.5.2 Purchase order #
- 4.5.3 Total piece count
- 4.5.4 Total box count
- 4.5.5 Labels should face to the outside of the pallet.

5 Document Specifications:

5.1 TMWA Newsletter: This Newsletter is provided to our customers ten to eleven months of the year. It is not provided to customers when the Water Quality Report or the Water Rate Schedule is provided.

5.1.1 6-½" x 9-3/8" folding to 6-½" x 3-1/8"

5.1.2 60# White Offset Paper, 4 Color Process CMYK, Double-Sided, Bleed, Trim & Fold to Final Size

5.1.3 Quantity 105,000 per month

5.2 "Buck-Slip" Inserts: (Printed as Needed)

5.2.1 8-½" x 3-½" (final size)

5.2.2 60# White Offset Paper, 4 Color Process CMYK, Double-Sided, Bleed, Trim to Final Size

5.2.3 Quantity to be established on an as-needed basis.

5.3 Rates Schedules: (700/Month – About 10,000 per run).

5.3.1 8-½ x 17"

5.3.2 60# White Offset Paper, one color (black) Double-Sided, Bleed, Trim & Fold to Final Size

5.3.3 Flat size is 8- ½" x 17", first folding to 8- ½" x 11", then accordion folded to 3- ½" x 8- ½." Should be folded so that it produces a single leading edge to be friction fed.

5.3.4 4.4.4 Quantity 115,000 – 120,000, per Rate Schedule Change (normally 114,000 to Kubra and 1,000 to TMWA –however, when an additional Rate Schedule change is anticipated soon, we don't need very many, if any copies to TMWA on the first rate schedule printed).

5.4 Assigned-Day Watering Magnet + Card (Printed as Needed)

5.4.1 8.5" x 3-7/8" with 4"x 2.5" magnet attached

5.4.2 12 Point card stock printed 4 processed colors on both sides, full bleeds.

5.4.3 Magnet printed with 4 processed colors on one side and adhered to card with peelable, pressure sensitive, hot melt adhesive

5.4.4 Quantity: Please quote at 10,000

5.5 Bill Payment Options Brochure (Printed as Needed)

5.5.1 8.5" x 11" flat, tri-folded to 3.66" on 70# white, smooth, opaque paper. 4 processed colors on both sides, bleeds.

5.5.2 Quantity: Please quote at 10,000

5.6 Bill Explainer Brochure (Printed as Needed)

5.6.1 8.5" x 11" flat, tri-folded to 3.66" on 70# white, smooth, opaque paper. 4 processed colors on both sides, bleeds.

5.6.2 Quantity: Please quote at 10,000

5.7 Smart-About-Watering Tips Card

5.7.1 9.25" x 4" on 14pt. C2C 4/4 Aqueous

5.7.2 Quantity: Please quote at 10,000

6 TMWA'S INTENT:

6.1 TMWA / GoodStanding will work closely with the printer on the exact quantities needed each month and where they need to be delivered. The quantities provided for this bid are a "best guess" estimate of our needs. . The printer will be compensated for the quantity requested as long as the minimum requested copies are received in good condition.

6.2 Gang Printing:

6.2.1 The agency inserts can be gang printed. The TMWA Newsletter/insert cannot be. Note: All agencies do not participate every month. There isn't any guarantee for quantities or agency participation.

6.2.2 To be considered responsive, all bidders must bid on all items including the City of Sparks. None of the inserts are guaranteed. We don't control other agencies and can't make any commitment on multiple agency inserts being printed at the same time. TMWA guesses that you would gang print the 85,000 that are needed by TMWA. That is a business decision for you to make on how to price your bid. We are permitting the gang printing, not making any promises to any quantities from any of the other agencies. Additional bid items are provided to cover the possibility of gang printing.

6.2.3 If a bid is pre-qualified requiring TMWA to use gang printing or omitting one of the Bid line items, it will be rejected as non-responsive.

6.3 Bid Item Quantities are Estimated:

6.3.1 We have separate line items for the other agencies because we won't know if they are going to participate or not. We pay the successful bidder for all items printed. The other agencies pay us for what is printed for them. You may want to consider that TMWA is the only insert for 11 months and that you may print one or the other of the agencies or none of the agencies insert. TMWA doesn't control the other agencies and the quantities there are estimated so that we can compare the bid prices fairly between bidders.

6.3.2 The largest issue here is that we don't know who will participate from month to month. In the past we have had City of Reno participating and not Washoe County or City of Sparks. Sometimes two agencies participate and others three participate. Any agency could decide to send inserts to all of the residents too. Although they both say 7 months, that doesn't mean that they will participate on the same 7 months or even that they will participate for all 7 months. They may elect to participate 0-12 months.

6.4 Attachments Samples (.pdf documents): (available on web site for download)

6.4.1 2016 Water Quality Report

6.4.2 TMWA Newsletter

6.4.3 Agency Inserts

6.4.4 Water Rates Schedule