



Purchase Order

PO Accounting Date: 7/6/2017

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **PO-002962**

BILL TO

Truckee Meadows Water Authority
Accounts Payable
PO Box 30013
Reno NV 89520-3013


Delivery must be made within doors of specified destination.

VENDOR

Rapid Color Inc
6445 Karms Park Court
Las Vegas NV 89118

SHIP TO

Truckee Meadows Water Authority
1355 Capital Blvd
Reno NV 89502

Requester Contact Name		Requester Contact Phone Number		Vendor Number		
				001529		
Date Ordered	Date Requested	Freight Method/Terms				
7/6/2017	6/30/2018					
Line #	Description/Part No.	Qty	UOM	Unit Price	Discount Amount	Extended Price
1	**FY17-18 Utility Bill Inserts 332 Bid 1st of 4th Year Renewal Option - per pricing confirmation effective 8/1/17 (Cont - 332 Bid) 1-7050-15-1505 Contract Services	43373.10	usd	1.00		\$43,373.10
 Mark Foree General Manager						

Truckee Meadows Water Authority's Terms and Conditions shall govern this and all related transactions, review them at http://tmwa.com/docs/po_terms_and_conditions.doc

This Purchase Order number must be indicated on all invoices, cartons and packing slips.

PO Total **\$43,373.10**

AGREEMENT FOR SERVICES
(NRS 332 Service Providers)

THIS AGREEMENT FOR SERVICES ("Agreement") is made this 5th day of July, 2017, by and between **Rapid Color, Inc., 6445 Karms Park Court, Las Vegas, Nevada 89118** (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 August 1, 2017 and shall terminate upon the completion of the Services approximately three hundred sixty-five (335) 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 ensure.

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: Rapid Color Inc.
Address: 6445 Karms Park Court
Cont: Las Vegas, NV 89118
Phone: 702 792-6055
FAX: 702 792-1438

E-mail: dale@rapidcolor.com

By: DALE RATNER

Printed Name: Dale Ratner

Title: ESTIMATOR / AE

Dated: 6-22-17

Business License #: 2000138-648

Expires: 9-30-2017

This agreement was requested:

By: Robert Charpentier

TMWA

TRUCKEE MEADOWS WATER
AUTHORITY

By: Mark Force

Its: GM

Dated: 7/5/17

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: Forty-Three Thousand Three Hundred Seventy-Three and Ten Cents (\$43,373.10)

SCOPE OF WORK:

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

ATTACHMENT "A"
Rapid Color, Inc's Bid Schedule
Technical Specifications

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 1 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 27.28 Thousand	2864.40	12	34,372.80
2. "Buck-Slip" inserts (up to 105,000 – printed as needed)	per 14.86 Thousand	1560.30	1	1560.30
3. Rate Schedule (10,000) printed as needed)	per 108.10 Thousand	1081.00	1	1081.00

**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 338.90 Thousand	3389.00	1	3389.00
5. Bill Payment Options Brochure (10,000 printed as needed)	per 96.00 Thousand	960.00	1	960.00
6. Bill Explainer Brochure (10,000 printed as needed)	per 96.00 Thousand	960.00	1	960.00
7. Smart Watering Tips Card (10,000 printed as needed)	per 105.00 Thousand	1050.00	1	1050.00
TOTAL BID PRICE			# 43,373.10	

FORTY-THREE THOUSAND THREE HUNDRED
 Total Bid Price Written in Words: SEVENTY THREE DOLLARS + TEN CENTS

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)

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 6-1/2" x 9-3/8" folding to 6-1/2" 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 8-1/2" x 3-1/2" (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 8-1/2 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- 1/2" x 17", first folding to 8- 1/2" x 11", then accordion folded to 3- 1/2" x 8- 1/2." 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Michael Palmira Agency Farmers Insurance Group 3027 S. Decatur Blvd Las Vegas Nv 89102		CONTACT NAME: Mike Palmira PHONE (A/C, NO, EXT): 702 876-7678 FAX (A/C, NO): 702 873-6501 E-MAIL ADDRESS: mpalmira@farmersagent.com															
INSURED Rapid Color Inc 6445 Karms Park Ct Las Vegas Nv 89118		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Truck Insurance Exchange</td> <td>21709</td> </tr> <tr> <td>INSURER B: Farmers Insurance Exchange</td> <td>21652</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Truck Insurance Exchange	21709	INSURER B: Farmers Insurance Exchange	21652	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: TMWA-1

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	X		60072-12-64	08/12/2016	08/12/2017	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		60072-12-64	08/12/2016	08/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		B1502-50-23	09/02/2016	09/02/2017	PER STATUTE OTHER \$
	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N						E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

The insurance company waives all right of recovery by way of subrogation against TMWA, its officers, employees and immunes contractors in connection with damage covered by any policy.

Commercial Printing Operations Located At: 6245 & 6445 Karms Park Ct Las Vegas, Nevada 89118
 Certificate Holder Is Shown As Additional Insured.

MICHAEL PALMIRA
 Farmers Insurance Group
 3027 S. Decatur Blvd.
 Las Vegas, Nevada 89102
 Office (702) 876-7678
 Fax (702) 873-7501

CERTIFICATE HOLDER

CANCELLATION

Truckee Meadows Water Authority Attention: Purchasing & Contracts P.O.Box 30013 Reno Nv 89520	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Palmira
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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