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Addendum No. 3

2014-2015 LIGHT CREW TRUCK

TWMA 332 BID NO.: 2015-007
March 20, 2015

The following information, clarifications, changes and modifications are by reference incorporated into the bid documents for the above referenced project. Any work item or contract provision not changed or modified will remain in full force and effect. The bid date and time and construction schedule remain the same.

CLARIFICATION, BIDDER COMMENT, QUESTIONS AND RESPONSES

Clarification: TMWA's Nevada Revised Statute 332 Bid Package is structured more towards a construction bid package. However, it is also utilized for equipment/product/supply bids. In the future, TMWA plans on drafting a bid package that is applicable to non-construction bids. In the meantime, TMWA offers the following responses to the questions posed:

Comment by Potential Bidder: Please review the following questions that pertain to your "Boiler Plate" of the specification project. A large portion of your boiler plate applies to a Contractor performing construction work in the State of Nevada and would not, necessarily pertain to a company supplying labor and equipment to be installed on your vehicles. Prior to our company submitting this bid we request a clarification on the following items.

Question No. 1: Page 4 - Instructions to bidder – Item D Bid Preparation and Submission - line 2 states: "with attached power of attorney" to be provided with the bid document.

Must this be provided – our sales agent, which is employed by the company, is authorized to complete and sign this bid document.

Response to Question No. 1: A Power of Attorney is not required as long as the individual signing on behalf of your company is authorized to do so.

Question No. 2: Page 8 - Item K number 7 and 8:

#7 This section requires a bidder to possess a "valid contractor's license for this particular work issued by the Nevada State Contractor Board". The statement continues to say that the TMWA "will not consider any bids that fail to comply with these requirements.

#8 Bidder "must have a valid business license for the State of Nevada" and "shall submit a copy after the award of contract".

We are not a contractor and do not require a Contractor's license to perform this project, nor do we have a business license for the State of Nevada. We do hold a valid Business for the State of California and would submit this in lieu of. Please clarify.

Response to Question No. 2: Neither a Nevada State Contractor's license or a State of Nevada Business license is required for equipment/product/supply bids.

Question No. 3: Page 9 -Item III Award of Contract/ Rejection -Item E on page 10 – Line item 11:

States "Failure to list, as required all sub-contractors who will be employed by the bidder"

Is this relevant to this project? All sub-contractors would be other firms (our vendors) supplying parts and equipment to complete this project.

Response to Question No. 3: The subcontractor listing is not a requirement for equipment/product/supply bids.

Question No. 4: Page 12 -Item VII Contract Award - Line item D – Insurance:

Under this section this seem to pertain to a contractor performing construction type work and does not necessarily pertain to our standard general Liability insurance that is an umbrella insurance that covers the customers equipment in our position that requires modification or have truck bodies and equipment installed on the vehicles that do pertain to this bid document. A clarification is requested.

Response to Question No. 4: Notwithstanding any provision to the contrary in the Contract Documents, TMWA waives any requirement that the Supplier on this bid provide insurance (other than property insurance insuring risk of loss until delivery and acceptance by TMWA) in connection with the delivery of the Light Crew Truck.

Question No. 5: Bid Schedule Page 5 - Item Business License information (required for this project):

As stated before we hold a valid business license for the State of California, not the State of Nevada. Is this a requirement?

Response to Question no. 5: Not for equipment/product/supply bids.

Question No. 6: Page 10 - Acknowledgement and Execution

If this document is notarized it will be notarized by a notary in the State of California, not Nevada. Is this acceptable?

Response to Question No. 6: Yes

Question No. 7: Page 1 of "Sample Purchase Agreement" - Article 2 – Contract time, Guaranteed Delivery Date, and Liquidated Damages:"

I realize this is a sample but No values for liquidated damages are given in this project. We request any liquidated damage that may be called for be removed. We have no problem with the required delivery time stated but cannot always control vendors if there are any delays.

Response to Question No. 7: There will be no liquidated damages and this will be stated in the final agreement between TMWA and the successful bidder.