

**INVITATION TO BID
TRUCKEE MEADOWS WATER AUTHORITY
NRS 332 IN EXCESS OF \$50,000.00**

HEAVY CREW TRUCK LINE BODY AND ACCESSORIES INSTALLATION

TMWA 332 PROJECT NO. 2018-017

TMWA CAPITAL PROJECT NO.: 1-1690

RANGE FOR ENGINEER'S ESTIMATE: \$55,000.00 - \$85,000.00

PROJECT SCOPE: Truckee Meadows Water Authority (TMWA) is accepting sealed bids for the purchase of a Heavy Crew Truck Line Body and Accessories Installation. The bidder shall provide a Heavy Crew Truck line body and accessories installation to build a heavy TMWA Crew Truck per the specifications, which are based on a Freightliner cab and chassis and a Knapheide line body. TMWA will consider other line body models as long as they can be compared as equal to or better. Delivery of the Heavy Crew Truck Line Body and Accessories Installation must be on or before October 13, 2018, or as otherwise agreed upon. Delivery of the Heavy Crew Truck Line body and Accessories Installation shall be to TMWA's Corporate Yard located at 1355 Capital Avenue, Reno, Nevada 89502.

MANDATORY PRE-BID CONFERENCE: **None Required for this Project.**

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

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 10:00 A.M. on May 7, 2018.** Bids received after the date and time set for receipt will be **REJECTED.**

BID OPENING: **May 7, 2018, at 10:05 A.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.

AWARD DATE : On or Before May 21, 2018.

DELIVERY DATE: One Hundred Forty-Five (145) days following Notice to Proceed.

SHIPPING AND DELIVERY: Total bid price shall include shipping and delivery to the TMWA corporate yard located at 1355 Capital Boulevard, Reno, Nevada.

PLANS AND SPECIFICATIONS: Plans are Not Applicable. Specifications and Pictures are included as Attachment A to the bid documents.

Bidders are to complete all Bid Submittal Forms, contained on pages 2-9 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 will not be required for this project.** Addenda, if any,

shall be posted on the TMWA web-site at <https://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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- Cab and Chassis Specifications (included for reference purposes)

INSTRUCTIONS TO BIDDERS

I. BIDDING PROCEDURES

A. Pre-bid Conference – **Not Required for this Project**

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 <https://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 332 PROJECT NO.: 2018-017

OPENING: May 7, 2018

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

The Bid Bond and 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 – Not Required for this Project.

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. 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 term Contractor shall also refer to Supplier for the purposes of this bid.** 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 (1) the site of the Work, (2) access to the site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Bid, the Drawings and Specifications. The Bidder is aware that soil classifications do not represent any particular stability or drainability characteristics, and are aware that water table levels can vary. ***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, a valid contractor's license for this particular Work (both as to type and available dollar limit) issued by the Nevada State Contractor's Board. Nevada Contractor's License type, number, expiration date and dollar limit must be indicated on the Bid Schedule. The Bidder and their subcontractors shall comply with all provisions of NRS Chapter 624 and Nevada Administrative Code, Chapter 624, to the extent applicable. 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 construct the Work. Bidder has successfully constructed 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 Heavy Crew Truck Line Body and Accessories. 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, including piping, control valve, electrical, power, telemetry, and equipment control work. 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: <https://tmwa.com/doing-business-with-us/bidding-opportunities/>. 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, New Business Project Coordinator
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 PROJECT

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 Project #2018-017** and titled **"Heavy Crew Truck Line Body and Accessories Installation."**

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

BID TITLE: HEAVY CREW TRUCK LINE BODY AND ACCESSORIES INSTALLATION

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.

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 construction 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.

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 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 | Scheduled Value | Unit | Unit Price | Total Price |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------|------------|-------------|
| No. 1 Heavy Crew Truck Line Body and Accessories Installation per Specifications included as Attachment "A" pages 1-5 and fifteen (15) pictures found at the end of the Bid Schedule Attachment B is included for reference only | LS | 1 | | |
| No. 2 Ten (10) Hours of additional fabrication labor hours for miscellaneous items to be added at time of pre-build meeting | LS | 1 | | |
| Sales Tax Omitted from bid (Tax Exempt #RCE-006-161 – Federal Tax ID#88-0488450) | N/A | N/A | N/A | N/A |
| DELIVERY DATE (Must be Filled in by Bidder) | | | | |
| TOTAL BID PRICE | | | | |

Total Bid Price Written in Words: _____

BID SCHEDULES
(Cont)

Notes: 1. Bid Item No. 2 will be billed as actual time.

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: (Not Required for This Project):

| |
|-----------------------------------------------|
| Nevada State Contractor's License Number: N/A |
| 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 INFORMATION: (Required for This Project)

| |
|------------------------------------|
| 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: (Not Required for This Project)

1. **Instructions:**

List at least three (3) contracts of a similar nature performed by your firm in the last three (3) years. If **NONE**, use your Company's letterhead (and submit with your bid proposal) a list what your qualifications are for this contract. 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 Supplemental Conditions 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 Project)

Bidder’s Safety Factors:

| Year | “E-Mod” Factor ¹ | OSHA Incident Rate ² |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------------------------|
| 2016 | | |
| 2017 | | |
| 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. | | |

