Washoe County School District
Request for Quote (RFQ) – PRODUCTS
Purchasing Department
14101 Old Virginia Road, Room 0
Reno, Nevada 89521
Phone (775) 850-8025
Email: solicitations@washoeschools.net
Facilitating Buyer: Monica Schuerr-Howden
Posting Date: February 24, 2022

RFQ Title: School Uniforms for Lemelson STEM Academy (Elementary School)
RFQ #: 95-QF-02-22-MS

Washoe County School District (WCSD) is soliciting formal quotes for certain PRODUCTS identified on the RFQ PRICE SCHEDULE/SPECIFICATION SHEET (attached hereto as **EXHIBIT A**) included in accordance with all defined terms and conditions in this document. RFQ submittals must be submitted on this form only and received in a sealed envelope or emailed directly to: solicitations@washoeschools.net for award consideration. Submissions that are received via facsimile, to any other email other than that listed above, or outside of a sealed envelope will NOT be accepted.

Submit all questions via email to: solicitations@washoeschools.net no later than 4:30 pm (local time) on March 3, 2022.

DUE DATE & TIME: MARCH 9, 2022 AT 10:00 AM (LOCAL TIME)

RFQ GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

1. FORMS: Vendor must submit a quote on this form only. All accepted quotes and accompanying documentation become the property of WCSD and will not be returned.

2. LATE QUOTES: Quotes received after the due date and time will not be accepted. The WCSD reserves the right to reject any quote not in compliance with all prescribed public procedures and requirements and to reject for good cause any or all quotes upon finding that it is in the WCSD's best interest to do so. If the late quote arrives via carrier, the Vendor will be given an option on how to have it returned, as rejected, at the Vendor's own cost.

3. CONTRACT TERM: Vendor will receive a WCSD Purchase Order (PO) and this RFQ's General Terms, Conditions, and Specifications are hereby incorporated herein by reference (Contract). The initial term of this Contract is for 1 year from the date of award with three (3) additional one (1) year renewals, providing the terms and conditions remain unchanged. WCSD reserves the right to terminate this Contract in whole or in part upon providing Vendor at least thirty (30) days written notice.

4. FIRM PRICING & COST ESCALATION: Pricing provided on the RFQ PRICE SCHEDULE/SPECIFICATION SHEET (EXHIBIT A) submitted by the awarded Vendor, shall not increase during the initial Contract term of 1 year. After the initial Contract term and at the time of renewal, a price adjustment may be reviewed/authorized. WCSD may grant a price adjustment in a situation where (all) manufacturers/distributors of the products to be procured, because of the award of this RFQ, adjust the prices of their products to all dealers or distributors. In this case, a permissible increase may be authorized and may be equal to only that increase by the manufacturers or distributors of that market. Prior to permitting any increase, evidence of such an increase, in the form of a letter on the manufacturer's/distributor's letterhead shall be provided to the buyer no later than thirty (30) days prior to the proposed price increase. The letter shall include the name of manufacturer/distributor, series, or product numbers of the RFQ item being increased, the amount, and effective date of all increases to all dealers and distributors. In any case, the price increase may not be greater than five percent (5%) of the original awarded Contract price.

5. QUANTITY: WCSD has estimated the quantities of the product(s) listed on the RFQ PRICE SCHEDULE/SPECIFICATION SHEET (EXHIBIT A) based on past purchase history; however, WCSD's requirements may change prior to issuing a PO, and WCSD reserves the right to increase or decrease quantities at its discretion.

6. INVOICING AND PAYMENT: Vendor must issue a separate invoice for each shipment. Invoice is to be issued upon products delivered, not before. Payment terms are Net 30 upon receipt of a proper invoice. The WCSD is tax-exempt and does not pay state/local taxes or interest or late fees. Payments shall be made only for delivered quantities to WCSD by the Vendor.

7. ITEM SPECIFICATIONS: If applicable, specifications contained herein may reflect items of known quality and are acceptable to the WCSD. If the item specifications indicate "or equal," the Vendor may offer other than the specified item if the item offered is equal in general style, type, quality, workmanship, the economy of operation, performance, characteristics, and suitability for the purpose intended. Vendor must identify the name brand offered, provide descriptive literature, and be prepared to provide if requested for evaluation purposes. Failure to provide adequate descriptive literature may be caused to declare the quote non-responsive and reject the quote. If there is any doubt as to the suitability of a product offered on an "equal" or "substitute" basis, the product will be rejected in favor of an offer to provide the product specified.

8. SHIPPING & DELIVERY: The price quoted for each line item shall include all shipping and handling charges are to be F.O.B. Destination and shipped accordingly as identified on an issued PO, unless otherwise requested to be held as a "WILL CALL ORDER" (see below for additional information).

   POs issued are for "prompt or immediate shipment" of the goods contained thereon. Unless otherwise specified, delivery will be made not later than thirty (30) calendar days after receipt of an order (ARO). WCSD reserves the right to cancel any order if not filled within the Contract delivery time. The PO number must appear on all invoices, packing lists, packages, shipping notices, and correspondence. All shipments of hazardous material must be accompanied by Safety Data Sheets (SDS). WCSD reserves the right to cancel any order if not filled within the required time without fees or legal ramifications. Failure for awarded Vendor(s) to deliver within the time specified may be grounds for considering the Vendor(s) as "non-responsive" and/or "non-responsible." In addition, WCSD reserves the right to terminate this Contract with any awarded Vendor(s) and reject future RFQ submissions for a period of up to twelve (12) months on the basis that the Vendor(s) is found/deemed to be non-responsive/non-responsible.

   NOTE: The awarded Vendor is to allow for "WILL CALL ORDERS" (without occurring any additional cost or fees to the orders) to be held at their location (if local to Washoe County) for product(s) that are ordered and will be personally picked up by the purchasing customer.

9. INSTALLATION: If applicable, for any services that require installation, Vendor shall perform the installation in accordance with manufacturer specifications in a professional manner. Vendor shall leave work area clean and free of all packaging and any debris created by the work and shall make good, to the satisfaction of WCSD's Facilities Management Department, any damage to the work of other trades caused by any installation.

10. AWARD: WCSD reserves the right to award this RFQ in whole or in part, by item, group of items, or by section where such action would serve WCSD's best interest. RFQs identified exclusively based on "All or Nothing" will be excluded from this provision. In the event of a tie, a low quote shall be determined by extending prices out to the third decimal. If a tie still exists, the award shall be determined by lottery.

11. BASIS AWARD: This RFQ will be awarded on an **ALL OR NOTHING** basis to the lowest priced responsive and responsible Vendor.

12. CERTIFICATES OF INSURANCE LIABILITY: The awarded Vendor(s) shall not render any services or provide goods/products requested under this RFQ until satisfactory proof of all insurance certificates and supporting documentation has been approved by the WCSD Purchasing Department.
    All documentation must be submitted to:

    Washoe County School District
    Purchasing Department
    14101 Old Virginia Road, Room 0
    Reno, Nevada 89521

13. REQUIRED INSURANCE COVERAGE & VERIFICATION: The awarded Vendor shall, at the awarded Vendor's sole expense, procure, maintain, and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in this RFQ. The awarded Vendor shall provide to WCSD a Certificate of Insurance (COI) form with Additional Insured Endorsement(s) affecting coverage required. The authorized Insurer(s) of the awarded Vendor and/or subsequent insurance company(s) issuing the policy(s) shall have no recourse against the WCSD for payment of any premiums, costs, or assessments under any form of policy. The awarded Vendor's authorized Insurer(s) shall have no right of recovery or subrogation against WCSD. The required insurance shall be in effect prior to any services rendered and/or products procured from the awarded Vendor by WCSD and shall continue in force as appropriate based on the then-current Contract term. The "ACCORD 25 Certificate of Insurance Form" or a form substantially similar must be submitted by the awarded Vendor to WCSD to evidence the insurance policies and coverages required.

    The COI must be signed by a person authorized to bind coverage on the behalf of the awarded Vendor. The COI must name WCSD as the "Certificate Holder" as follows:

    Washoe County School District
    425 E. Ninth Street
    Reno, Nevada 89512

    For the purpose of substantiating the requirement of the WCSD to be named as an "Additional Insured," the COI's "Description of Operations/Locations/Vehicles" section shall state the following:

    The WCSD, its officers, employees and volunteers are to be named as an "Additional Insured" on the awarded Vendor's general liability. The coverages shall contain no special limitations on the scope of protection afforded to the WCSD, its officers, employees, agents, or volunteers.

    The COI shall state that if any of the described policies are cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Furthermore, each insurance policy shall not be suspended, voided, canceled or non-renewed by either the awarded Vendor or the authorized Insurer without a replacement COI being provided to WCSD during the life of the Contract. Upon renewal of the policies listed, awarded Vendor, or authorized Insurer(s) shall furnish the WCSD with replacement certificates. The awarded Vendor shall furnish WCSD with COI with Additional Insured Endorsement(s) effecting coverage required. All COIs and relative endorsements are to be received upon written request by WCSD to the awarded Vendor and must be reviewed and approved by the WCSD's Purchasing Department prior to any services being rendered and/or products procured. Although not a standard practice of WCSD, WCSD reserves the right to require of the awarded Vendor to make available/check the wording of the statement on all required insurance policies at upon request of WCSD. The awarded Vendor's insurance coverage shall be the primary insurance. Any insurance or self-insurance maintained by the WCSD, its officers, employees, agents, or volunteers shall be in excess of the awarded Vendor's insurance and shall not contribute with it in any way. Any failure of the awarded Vendor to comply with the reporting provisions of the policies shall not affect coverage provided to the WCSD, its officers, employees, agents, or volunteers.

14. INSURANCE LIMITS:

GENERAL LIABILITY INSURANCE
During the term of this Contract, the awarded Vendor providing service to WCSD shall maintain comprehensive General Liability Insurance with the following coverages through an insurance carrier(s) licensed to do business in the State of Nevada and having a current A.M. Best rating of A-:VII or better and approved by the WCSD: (A) Premises-Operations; (B) Independent Contractor's Protection; (C) Products and Completed Operations; (D) Broad Form Property Damage; (E) Personal Injury (with Employee Exclusion deleted); (F) Blanket Contractual Liability; and (G) Property Damage Liability. Limits shall be equal to the amount carried by the successful Vendor shall not be less than one million dollars ($1,000,000) per occurrence combined single limits with no less than two million dollars ($2,000,000) aggregate.

AUTOMOBILE LIABILITY INSURANCE
If applicable, during any term of this Contract, the awarded Vendor shall maintain comprehensive Automobile Liability Insurance to include all owned autos, non-owned autos, and hired autos coverage through an insurance carrier(s) licensed to do business in the State of Nevada and having current A.M. Best rating of A-: VII or better and approved by the WCSD. Limits shall be equal to the amount carried by the successful Vendor shall not be less than one million dollars ($1,000,000) per occurrence.

WORKERS' COMPENSATION INSURANCE
If applicable, during any term of this Contract, the awarded Vendor shall have Workers' Compensation coverage as required by law for the duration of the Contract to include Employer's Liability Coverage (noted at Statutory Limits) with a minimum limit of one million dollars ($1,000,000).

PROFESSIONAL LIABILITY INSURANCE
If applicable, during the term of this Contract, the awarded Vendor shall maintain Professional Liability Insurance (Errors & Omissions) with minimum limits of at least one million dollars ($1,000,000) per occurrence. The insurance required above may be proved under primary policies or by a combination of primary and excess policies. Professional Liability is not covered under additional Umbrella Liability coverage.

15. SUBMISSION REQUIREMENTS: Even if the item being quoted is "as specified", the Vendor must identify the brand/manufacturer specified and (if applicable) model number. Failure to do so may result in rendering that quoted item as "not specified". All quotes submitted must have complete specifications and a current catalog if quoting other than brand/manufacturer specified. Failure to submit complete specifications may be cause for rejection of quote. All Vendors quoting on chemical and/or toxic products must submit a Safety Data Sheet (SDS) on each related item. If applicable to this RFQ, when submitting SDS sheets, Vendors should identify each one with the WCSD's seven-digit stock number that is identified in this RFQ (Example: WCSD #571/2450).

16. SAMPLES: When SAMPLES are requested, only if the Vendor is quoting other than brand specified, then SAMPLES must be provided where noted. IF SAMPLES ARE NOT RECEIVED PRIOR TO RFQ DUE DATE AND TIME, THEN QUOTED ITEM SUBMISSION MAY BE REJECTED.

NOTE: Samples are NOT required as part of the evaluation of this RFQ.

17. A quote may be withdrawn by written notification delivered via email to: solicitations@washoeschools.net provided that such notice is received prior to the due date and time set for the RFQ opening.

* * * * * * * * * * * * * * * **END OF RFQ TERMS, CONDITIONS AND SPECIFICATIONS** * * * * * * * * * *

PUBLIC DISCLOSURE FORM
REQUIRED WITH RFQ SUBMISSION

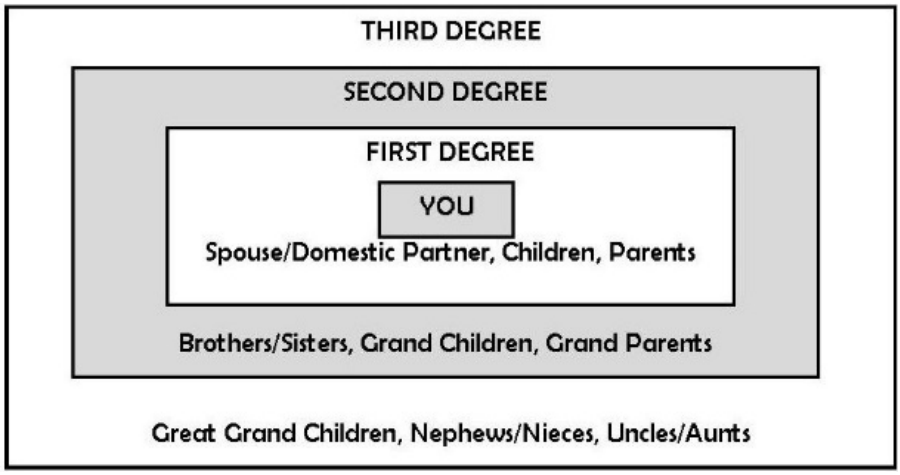
Vendor Name: _____

I understand that per NRS 281A.020 a public office is a public trust and shall be held for the sole benefit of the people; and a public officer or employee must commit himself or herself to avoid conflicts between the private interests of the public officer or employee and those of the general public who the public office or employee serves. Furthermore, I understand that pursuant to Washoe County School District (WCSD) Board of Trustees Policy 4505 and per NRS 281A.400, WCSD employees (as public officers) shall not seek or accept any gift, service, favor, employment, engagement, emolument, or economic opportunity, including, but not limited to, unlawful compensation, salary, retainer, augmentation, expense allowance, commission, personal profit, pecuniary interest in the course of performing WCSD duties. In addition, WCSD employees (as public officers) shall not use their positions to secure or grant unwarranted privileges, preferences, exemptions or advantages for the public officer or employee with any business entity.

I certify and acknowledge by signature below that I am a duly authorized agent of the submitting Vendor named above and that failure to disclose all facts relative to a conflict or potential conflict of interest (ethical standards) with regards to the specific solicitation to which the Vendor is submitting to WCSD may result in a rejection of said solicitation submission or termination of any resulting contract/agreement should the above-named firm be awarded.

I certify that I and the Vendor and/or principals of the Vendor's have no pecuniary/financial interests between WCSD, Officers of WCSD, key employees of WCSD, current and former WCSD Board of Trustees members, and any other current and former WCSD personnel.

To the third degree of consanguinity (refer to chart below), I have listed all of mine and Vendor's principals and Vendor's key personnel's personal relationships, partnerships, correlations, and relatives (by blood and/or marriage) between WCSD, Officers of WCSD, key employee of WCSD, current and former WCSD Board of Trustees members and any other current and former WCSD personnel.



RFQ Title: **School Uniforms for Lemelson STEM Academy (Elementary School)**
RFQ #: **95-QF-02-22-MS**

Please complete FORM below. Additional sheets may be attached if necessary. Write in N/A if non-applicable.

A COMPLETED AND SIGNED COPY OF THIS FORM IS REQUIRED WITH QUOTE SUBMISSION.

Submitting Firm Employee Name (First, Last)	Title / Position	Relations / Association to WCSD Personnel	Name of WCSD Personnel	Pecuniary Interest (Y or N)

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXCEPTIONS TO RFQ TERMS, CONDITIONS, AND SPECIFICATIONS:
Exceptions to the RFQ Terms, Conditions, and Specifications must be noted in the space provided. Failure to note said exceptions shall be interpreted to convey that the Vendor shall propose to perform in the manner described and/or specified. If more space is required, please attach additional sheet(s) referencing RFQ Title and Number.

_____

_____

_____

RFQ SIGNATURE & DELIVERY:
In compliance with this RFQ and subject to all the terms and conditions thereof, the undersigned authorized agent offers and agrees, if this quote is accepted to furnish any or all of the items herein at the prices, terms, and delivery stated.

NOTE:* Washoe County School District only accepts signatures done manually (also known as a wet signature) or electronic digital signatures that are certified. Non-certified electronic digital signatures will NOT be accepted. A typed signature, even in a cursive font, DOES NOT meet the requirements of an official digital signature. A digital signature must be accompanied by a certified digital stamp issued through programs like Adobe Acrobat, Docu-Sign, or other similar programs that produce a digital stamp certifying the electronic digital signature. Any signatures on required forms that do not meet these requirements will not be accepted and the Vendor's submission w ill be deemed " Non-Responsive" and will be rejected. I f you have any questions about this requirement, please submit your question by the question deadline (refer to Page 1), so that it can be answered prior to the quote submission deadline.

Vendor Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Vendor Email Address: _____

Delivery will be completed within: _____ DAYS or WEEKS (Circle One)

_____
Authorized Agent Name (Printed)

_____
Title

_____
Authorized Agent Direct Email

_____ _____
AUTHORIZED AGENT SIGNATURE **DATE**