REQUEST FOR FORMAL QUOTE (RFQ) – PRODUCTS

Washoe County School District
Purchasing Department
14101 Old Virginia Road, Room 0
Reno, Nevada 89521-0106
Phone: (775) 850-8025
Monday – Friday 8:00 am to 4:30 pm (excluding holidays)
Email: solicitations@washoeschools.net
Facilitating Buyer: Pam Homentowski

SOLICITATION TITLE: CLASSROOM PAPER
SOLICITATION #: 94-QF-01-23-PH

PUBLISH DATE: JANUARY 17, 2023

SUBMISSION DUE DATE/TIME: FEBRUARY 8, 2023 AT 10:00 A.M. (LOCAL TIME)

Washoe County School District (WCSD) is soliciting for certain **PRODUCTS**, identified on **EXHIBIT C – PRICE SCHEDULE/SPECIFICATION FORM** related to this solicitation in accordance with all defined Terms, Conditions, and Specifications in this document.

RFQ submissions must be submitted on the **REQUIRED FORMS** (refer to Page 5) specific to this solicitation and emailed directly to: solicitations@washoeschools.net or received in a sealed envelope for award consideration. All **REQUIRED FORMS** for this RFQ are available online at https://solicitations.washoeschools.net/Purchasing.

RFQ submissions that are received at any point of time in the RFQ process (e.g., withdrawal and/or resubmitting for updated pricing) verbally, via fax, by any other email other than solicitations@washoeschools.net, or outside of a sealed envelope will be **REJECTED** in its entirety. Submissions may be withdrawn by written notification delivered via US Mail or by email to: solicitations@washoeschools.net provided that such notice is received before the RFQ Due Date and Time.

ALL questions/inquiries regarding this RFQ are due no later than 4:30 pm (local time) on January 31, 2023 and are to be submitted to the Purchasing Department via e-mail to: solicitations@washoeschools.net or submitted directly on the Solicitations website (https://solicitations.washoeschools.net/Purchasing). Questions, inquiries, clarifications, and/or any RFQ clarifications will be answered via an Addendum and will be made available to all interested Suppliers.

AUTHORIZED SIGNATURES: WCSD only accepts signatures done manually (also known as a "wet" signature) or certified electronic digital signatures. 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 DC, Docu-Sign, or other similar programs that produce a digital stamp certifying the electronic digital signature. Signatures on the REQUIRED FORMS that do not meet these requirements will NOT be accepted and may cause the RFQ submission to be deemed "Non-Responsive" and cause for rejection. If there are any questions about this requirement, please submit a question by the questions/inquires deadline noted above, so that it can be answered before the RFQ submission due date/time.

- **If EXHIBIT A - SIGNATURE PAGE which is a REQUIRED FORM is submitted without a valid, authorized signature, the submission will be rejected in its entirety.**

The Facilitating Buyer for this RFQ is named above. Interested Suppliers may NOT contact anyone else regarding this solicitation. Interested Suppliers contacting any other individual including, but not limited to, WCSD staff, officials, evaluation committee members, or Board of Trustees may be disqualified from award consideration.

TERMS, CONDITIONS, AND SPECIFICATIONS

1. **REQUIRED FORMS:** The REQUIRED FORMS specific to this solicitation (refer to Page 5) are available on the Solicitations website at: https://solicitations.washoeschools.net/Purchasing. All REQUIRED FORMS must be completed, signed (if applicable), and included in RFQ submissions for the submissions to be deemed valid. If **EXHIBIT A – SIGNATURE PAGE** which is a REQUIRED FORM is submitted without an authorized signature the submission will be rejected in its entirety. The REQUIRED FORMS which are available for download at https://solicitations.washoeschools.net/Purchasing are "Secured Documents" therefore, any interested party must be a registered user of the website to access these forms. All accepted RFQ submissions and accompanying documentation become the property of WCSD and will not be returned.

   A completed and signed **EXHIBIT B – PUBLIC DISCLOSURE FORM** is a REQUIRED FORM and is available for download at https://solicitations.washoeschools.net/Purchasing. Failure to submit a completed and signed EXHIBIT B – PUBLIC DISCLOSURE FORM with the quote submission may be grounds for disqualifying the quote submission from evaluation and award consideration.

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

3. **CONTRACT TERM:** The Supplier will receive a WCSD Purchase Order (PO) and the Terms, Conditions, and Specifications are hereby incorporated herein by reference (Contract). The Initial Term of the Contract is for one (1) year(s) from the date of award with four (4) additional one (1) year renewals, providing the Terms, Conditions, and Specifications of the awarded contract remain unchanged. WCSD reserves the right to terminate this Contract in whole or in part upon providing the Supplier at least thirty (30) days written notice.

4. **PRICE ADJUSTMENT AND COST ESCALATION:** WCSD will allow for a price increase or decrease after 6 months of the Initial Term or any renewal term. Any such price increase or decrease will be based on the current Consumer Price Index (CPI) Western Zone as reported by the U.S. Bureau of Labor Statistics online at: www.bls.gov/cpi. Only the percentage change, whether it is an increase or decrease, between the then-current price and the CPI change for the applicable year's quarter will be granted.

5. **QUANTITIES:** WCSD anticipates procuring the quantities listed on the **EXHIBIT C – PRICE SCHEDULE/SPECIFICATION FORM**; however, WCSD's requirements may change before issuing a PO, and WCSD reserves the right to increase or decrease quantities at its discretion.

6. **INVOICING AND PAYMENT:** The awarded Supplier must issue a separate invoice for each order processed. Invoices are to be issued when the orders have been delivered and received by WCSD, not upon receipt of the order or before. WCSD's payment terms are NET 30 after delivery and receipt of the order by WCSD. WCSD is tax-exempt and does not pay state/local taxes, interest, or late fees.

7. **PRODUCT SPECIFICATIONS:** If applicable, product specifications listed on **EXHIBIT C – PRICE SCHEDULE/SPECIFICATION FORM** may reflect items of known quality and are acceptable to WCSD. If the item's specification indicates "SUBSTITUTES" or "EQUAL," the Supplier may offer an item other than what has been specified if the item offered is equal in general style, type, quality, workmanship, the economy of operation, performance, characteristics, and suitability for the purpose intended. The Supplier 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 a reason for WCSD to declare the Supplier as "Non-Responsive" and that specific item or the submission in its entirety not considered for award evaluation. If there is any doubt by WCSD as to the general style, type, quality, workmanship, the economy of operation, performance, characteristics, and suitability for the purpose intended, the non-specified product may be rejected in favor of another offer to provide the product specified.

8. **SHIPPING, DELIVERY, AND HAZARDOUS MATERIALS:** The price quoted for each line item shall include all shipping and handling charges to the F.O.B. Destination listed on the PO. POs issued are for prompt or immediate shipment of the products contained thereon. Unless otherwise specified, delivery will be made not later than thirty (30) calendar days after receipt of the order (ARO). WCSD reserves the right to cancel any order without fees or legal ramifications if not filled within the required 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 without fees or legal ramifications if not filled within the required time. Failure for awarded Supplier(s) to deliver within the time specified may be grounds for considering the Supplier(s) as "Non-Responsive" and/or "Non-Responsible." In addition, WCSD reserves the right to terminate the Contract with any awarded Supplier(s) and reject future RFQ submissions for a period of up to twelve (12) months on the basis that the Supplier(s) is deemed to be "Non-Responsive" and/or "Non-Responsible.

9. **INSTALLATION/SET-UP (NON-PENETRATION):** If the specifications of any line item in **EXHIBIT C – PRICE SCHEDULE/SPECIFICATION FORM** state "to be installed at site (non-penetration)" or "set in position (non-penetration)," it is WCSD's intent that the quoted price will cover all costs thereof. The Supplier must furnish all equipment, materials, and labor to complete the installation/set-up as the manufacturer specified for the proper use of such item and in a manner satisfactory to WCSD. Supplier shall comply strictly with the specifications and recommendations of that manufacturer as to the installation/set-up and/or application of that particular item. Supplier shall leave the work area clean and free of all discarded packaging and any debris created by the installation/set-up and shall make good, to the satisfaction of WCSD.

10. **AWARD CONSIDERATION:** WCSD reserves the right to award this RFQ in whole or in part, by item, group of items, or by a 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, the 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 a "item by item" basis to the lowest priced, responsive, and responsible Supplier.

    - Except for solicitation awards made on the basis of "ALL OR NOTHING", WCSD reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve WCSD's best interest.

12. **CERTIFICATES OF INSURANCE LIABILITY:** The awarded Supplier(s) shall not provide any products under this RFQ until satisfactory proof of all required insurance certificates and supporting documentation has been approved by WCSD's Purchasing Department. All documentation must be submitted to the Purchasing Department via email or by US Mail to:

    Email: purchasing@washoeschools.net

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

13. **REQUIRED INSURANCE COVERAGE AND VERIFICATION:** The awarded Supplier shall, at the awarded Supplier'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 Supplier shall provide to WCSD a Certificate of Insurance (COI) Form with Additional Insured Endorsement(s) affecting the coverage required. The Authorized Insurer(s) of the awarded Supplier and/or subsequent insurance company(s) issuing the policy(s) shall have no recourse against WCSD for payment of any premiums, costs, or assessments under any form of policy. The awarded Supplier's Authorized Insurer(s) shall have no right of recovery or subrogation against WCSD. The required insurance shall be in effect before any services rendered and/or products procured from the awarded Supplier by WCSD and shall continue in force as appropriate based on the then-current

Contract term. The "ACORD 25 Certificate of Insurance Form" or a substantially similar form must be submitted by the awarded Supplier to WCSD to prove the insurance policies and coverages required.

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

Washoe County School District
Attn: Purchasing Department
425 E. Ninth Street
Reno, Nevada 89512-0106

To substantiate the requirement of WCSD to be named as an "ADDITIONAL INSURED," the COI's "Description of Operations/Locations/Vehicles" section shall state the following:

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

The awarded Supplier shall also provide Additional Insured Endorsement documentation affecting the coverage required. The COI shall state that if any of the described policies are canceled before the expiration date thereof, notice will be delivered following the policy provisions. Furthermore, each insurance policy shall not be suspended, voided, canceled, or non-renewed by either the awarded Supplier 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 Supplier, or authorized Insurer(s) shall furnish WCSD with replacement certificates.

The awarded Supplier's insurance coverage shall be the primary insurance. Any insurance or self-insurance maintained by WCSD, its officers, employees, agents, or volunteers shall be more than the awarded Supplier's insurance and shall not contribute to it in any way. Any failure of the awarded Supplier to comply with the reporting provisions of the policies shall not affect coverage provided to WCSD, its officers, employees, agents, or volunteers.

14. INSURANCE LIMITS:

GENERAL LIABILITY INSURANCE
During the term of this Contract, the awarded Supplier 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 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 Supplier and shall not be less than one million dollars ($1,000,000) per occurrence combined with single limits with no less than two million dollars ($2,000,000) aggregate.

AUTOMOBILE LIABILITY INSURANCE
If applicable, during the term of this Contract, the awarded Supplier 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 WCSD. Limits shall be equal to the amount carried by the awarded Supplier and shall not be less than one million dollars ($1,000,000) per occurrence.

WORKERS' COMPENSATION INSURANCE
If applicable, during the term of this Contract, the awarded Supplier 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 Supplier shall maintain Professional Liability Insurance (Errors and 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. **PRODUCT INFORMATION AND SAFETY DATA SHEETS:** Suppliers must identify the brand/manufacturer of the product being quoted and a model/stock number (if applicable) even if the item being quoted is "AS SPECIFIED". Failure to do so may result in rendering that quoted item "NOT AS SPECIFIED" (NAS). All RFQ submissions must have complete specifications, including the brand/manufacturer, and model/stock number (if applicable) if quoting a "SUBSTITUTE" or "AS EQUAL". Failure to submit complete specifications may be cause for rejection of the entire RFQ submission or rejection of the quoted item(s). All Suppliers quoting on hazardous materials must submit a Safety Data Sheet (SDS) on each related item. If applicable to this RFQ, when submitting SDS sheets, Suppliers should identify each one with WCSD's seven-digit stock number that is identified on **EXHIBIT C – PRICE SCHEDULE/SPECIFICATION FORM** (Example: WCSD #571/2450).

16. **SAMPLES:** If samples are requested and/or required, only if the Supplier is quoting other than what is specified, the samples must be provided as instructed below:

SAMPLE(S) TO SUBMITTED NO LATER THAN:	February 1, 2023 at 10:00 a.m. (local time)
SAMPLES ARE TO BE DELIVERED TO:	Washoe County School District Attn: Warehouse/Julie Butler RE: SAMPLES for RFQ #94-QF-01-23-PH 425 E. Ninth Street Reno, Nevada 89512-0106

NOTE: **When submitting sample(s), each sample must be labeled with RFQ #, Item #, Brand/Manufacturer, Model #, and Vendor's Part/Stock #.**

- **ALL REQUIRED FORMS SPECIFIC TO THIS SOLICITATION ARE AVAILABLE ON WCSD'S PURCHASING (NON-CAPITAL) SOLICITATIONS WEBSITE AT: https://solicitations.washoeschools.net/Purchasing.**
  - **EXHIBIT A – SIGNATURE PAGE (REQUIRED FORM)**

    If the SIGNATURE PAGE which is a REQUIRED FORM is submitted without an authorized signature, the submission will be rejected in its entirety.
  - **EXHIBIT B – PUBLIC DISCLOSURE FORM (REQUIRED FORM)**
  - **EXHIBIT C – PRICE SCHEDULE/SPECIFICATION FORM (REQUIRED FORM)**