REQUEST FOR BID (RFB) – SERVICES WITH MATERIAL DISTURBANCE PERMIT (MDP)

SOLICITATION TITLE:	CERTAIN PLUMBING REPAIRS
SOLICITATION #:	93-B-01-23-LR
SCOPE OF SERVICES:	Washoe County School District (WCSD) is soliciting formal bid submissions to provide labor, equipment, and materials necessary to inspect, maintain, test, and repair existing plumbing systems at locations identified by the Washoe County School District (WCSD) Facilities Management Department. All replacement equipment and materials are to be new; recycled and previously used equipment and/or materials will not be accepted. All locations are within the limits of Washoe County and consist of landscaped areas and medians.
DUE DATE & TIME:	**March 9, 2023 at 2:00 pm (local time)**
PUBLIC OPENING:	**March 9, 2023 at 2:30 pm (local time) via ZOOM Meeting (refer to Section 1.9.4)**
QUESTIONS DEADLINE:	All questions/inquiries regarding this solicitation must be submitted in writing and are **due no later than 4:30 pm (local time) on February 14, 2023** via email to: solicitations@washoeschools.net or submitted directly on the WCSD's Solicitations website at https://solicitations.washoeschools.net/Purchasing.
AGENCY LOCATION:	Washoe County School District The Brown Center - Purchasing Department 14101 Old Virginia Road, Room 0 Reno, Nevada 89521-8912
HOURS OF OPERATION:	Monday – Friday 8:00 am to 4:30 pm (excluding holidays)
SURETY REQUIREMENT:	NONE REQUIRED
FACILITATING BUYER:	Lorie Ramirez, Buyer II
PUBLISH DATE:	February 2, 2023
SOLICITATION # OF PAGES:	30

SOLICITATION EXHIBITS:

- EXHIBIT A – SIGNATURE PAGE **(REQUIRED FORM)**
- EXHIBIT B – PUBLIC DISCLOSURE FORM **(REQUIRED FORM)**
- EXHIBIT C – PRICE SCHEDULE/SPECIFICATION (SPEC) FORM **(REQUIRED FORM)**
- EXHIBIT D – PERSONNEL SAFETY CHECK APPLICATION
- EXHIBIT E – MATERIAL DISTURBANCE PERMIT

***NOTE:** The Facilitating Buyer for this solicitation is named above. Interested parties may NOT contact anyone else regarding this solicitation. Any interested Bidder contacting any other individual including, but not limited to, WCSD staff, officials, evaluation committee members, or Board of Trustees may have their RFB submission rejected from evaluation and award consideration.*

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SOLICITATION #: 93-B-01-23-LR

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All **REQUIRED FORMS** (see list below) specific to this solicitation are to be completed, signed, and included with the bid submission and are available for download on WCSD's Solicitation website at: https://solicitations.washoeschools.net/Purchasing

- EXHIBIT A – SIGNATURE PAGE **(REQUIRED FORM)**
- EXHIBIT B – PUBLIC DISCLOSURE FORM **(REQUIRED FORM)**
- EXHIBIT C – PRICE SCHEDULE/SPECIFICATION (SPEC) FORM **(REQUIRED FORM)**

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GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

***NOTE:** For the purpose of this solicitation, the term "Bidder" may be interchangeable with the term "Contractor" as identified throughout this solicitation document.*

1.0 BID SUBMISSION GUIDELINES AND REQUIREMENTS

1.1 Bidder must be licensed or incorporated to do business in the State of Nevada.

1.1.1 If applicable, Bidder shall possess all pertinent licenses and/or certifications to perform the requested service(s).

1.1.2 If applicable, Bidder shall possess appropriate city and/or county business licenses.

1.2 Bidder shall examine all terms, conditions, specifications, drawings, specifications, attachments, special instructions, etc. of this solicitation. Failure to do so will be at Bidder's risk.

1.3 Bidder shall submit the required information on the forms provided herein only and shall return all **REQUIRED FORMS** completed and signed (if applicable) according to the instructions stated herein with bid submission.

1.3.1 Bidder is to provide one (1) identical electronic copy of their bid submission, including all **REQUIRED FORMS**, in Microsoft Word, Microsoft Excel, or Adobe PDF format on one (1) flash drive with their sealed bid submission.

1.4 Any erasures, strikethroughs, or other changes to a bid submission must be initialed in ink. The Bidder is responsible for proofreading the bid submission carefully for errors.

1.5 An authorized representative of the Bidder's firm must sign where applicable on **EXHIBIT A** which is available for download at https://solicitations.washoeschools.net/Purchasing.

- **EXHIBIT A – SIGNATURE FORM (REQUIRED FORM)**

1.5.1 **Any bid submission will be disqualified and rejected if EXHIBIT A is not signed and included.**

1.5.2 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 bid 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 DEADLINE (refer to Page 1), so that it can be answered before the bid submission due date/time.

1.5.3 Exceptions to any General and/or Special Terms, Conditions, and Specifications in this solicitation must be noted accordingly on **EXHIBIT A** and submitted with bid submission.

1.5.4 Failure to note said exceptions shall be interpreted to convey that the Bidder has proposed to perform in the manner described and/or specified.

1.5.5 WCSD reserves the right to accept or reject any exceptions if deemed to be in the best interest of WCSD.

1.5.6 If there are any questions/inquiries about this requirement, Bidders are to submit their questions in writing via e-mail to solicitations@washoeschools.net or directly on WCSD's Solicitations website at https://solicitations.washoeschools.net/Purchasing by the QUESTIONS DEADLINE (refer to Page 1), so that they can be answered prior to the bid due date and time.

1.6 Bidder shall provide with bid submission, a completed and signed **EXHIBIT B** available for download at https://solicitaions.washoeschools.net/Purchasing.

- **EXHIBIT B – PUBLIC DISCLOSURE FORM (REQUIRED FORM)**

1.6.1 Failure to submit a completed and signed **EXHIBIT B** with the bid submission may be grounds for disqualifying the bid submission from evaluation and award consideration.

1.7 When applicable, Bidders submitting bids on hazardous materials must submit a Safety Data Sheet (SDS) on each item being bid.

1.7.1 When submitting an SDS with a bid, Bidder must identify the applicable bid line item number as listed on **EXHIBIT C** on the SDS document(s). **EXHIBIT C** is available for download at https://solicitaions.washoeschools.net/Purchasing.

- **EXHIBIT C – PRICE SCHEDULE/SPECIFICATION (SPEC) FORM (REQUIRED FORM)**

1.8 Bid submissions will NOT be accepted via email, fax, or verbally at any point of time in the solicitation process (e.g., when requesting a withdrawal and/or resubmitting for updated pricing). Any submissions that are submitted as such will be rejected.

1.9 For a bid submission to be considered **valid**, it is mandatory that all **REQUIRED FORMS**, and acknowledged Addenda and Amendments, be completed, signed, and submitted in a sealed envelope/package and received and time stamped in WCSD's Purchasing Department, Room 0, by the bid DUE DATE & TIME (refer to Page 1).

1.9.1 Bidder assumes any and all risks involved with their chosen method of mailing/delivery. WCSD assumes no responsibility for the Bidder's and/or carrier's failure to deliver a bid by the bid submission DUE DATE & TIME (refer to Page 1).

1.9.2 Valid bid submissions in a sealed envelope/package are to be labeled using the following format:

Company Name: _____
Solicitation Title: Certain Plumbing Repairs
Solicitation #: 93-B-01-23-LR

Due Date & Time: March 9, 2023 at 2:00 pm (local time)

MAIL OR DELIVER SUBMISSION TO:
Washoe County School District
The Brown Center – Purchasing Department
14101 Old Virginia Road, Room 0
Reno, Nevada 89521-8912

1.9.3 Neither WCSD nor any officer or employee thereof shall be responsible for the pre/post-opening of or failure to open a bid submission not properly addressed, identified, or mislabeled.

1.9.4 Bid submissions will be opened publicly via a ZOOM meeting on March 9, 2023 at 2:30 pm (local time):

Join Zoom Meeting
https://us04web.zoom.us/j/77089013038?pwd=hCqd13NGwq9UHkHbHOs7nvLbZaFE9Q.1

Meeting ID: 770 8901 3038
Passcode: 3kd52R

1.10 When a ***surety*** is required (refer to Page 1 for requirement), said surety must be submitted with bid submission.

1.10.1 Said surety shall be issued by a creditable surety company authorized to do business in the State of Nevada.

1.10.2 Said surety shall be acceptable only in the form of a Bid Bond, Performance Bond (if applicable), Certified Check, or Cashier's Check in the amount stated and made payable to:

Washoe County School District
RE: RFB #93-B-01-23-LR
The Brown Center - Purchasing Department
14101 Old Virginia Road, Room 0
Reno, Nevada 89521-8912

1.10.3 After formal award of this solicitation has been made public, any submitted surety of the unsuccessful Bidder(s) shall be returned.

1.10.4 Depending on the bid requirements, the amount of surety shall not be less than five percent (5%) of the total bid submitted.

1.10.5 Said amount to be forfeited to WCSD should Bidder, to whom the contract is awarded, fails to enter the contract in accordance with this solicitation.

2.0 WITHDRAWAL OF BID SUBMISSION

2.1 A bid submission may be withdrawn by written notification delivered by mail, fax, or e-mail to solicitations@washoeschools.net, provided that such notice is received prior to the DUE DATE & TIME (refer to Page 1).

2.2 A request for withdrawal of a bid submission received after the scheduled bid DUE DATE & TIME will not be considered.

3.0 LATE BID SUBMISSION

3.1 Bid submissions may be received any time prior to 2:00 pm (local time) on the specified DUE DATE & TIME (refer to Page 1).

3.2 Late bid submissions will NOT be accepted.

3.2.1 Any bid submission arriving after the DUE DATE & TIME (refer to Page 1) will not be accepted and will be returned to its sender unopened.

3.2.2 If the late bid submission arrives via carrier, the Bidder will be given an option on how to have it returned at their own cost.

4.0 NO BID

4.1 In the event a Bidder chooses not to submit a bid, but wants to remain on the solicitation notification list, Bidder can send a **"NO BID"** email notification with RFB number in the email "Subject" line to solicitations@washoeschools.net.

5.0 WAIVERS AND REJECTION OF SUBMISSION

5.1 WCSD reserves the right to waive any minor informalities or irregularities within any bid submission if deemed to be in WCSD's best interest.

5.2 WCSD reserves the right to reject any or all bid submissions received, or any part thereof.

5.3 Bid submissions may be rejected for any of, but not limited to, the following causes:

A. Evidence of collusion among Bidders exists.

B. Bidder fails to meet the terms, conditions, and specifications outlined in this solicitation.

C. Evidence submitted by Bidder leads WCSD to believe that Bidder will be unable to complete and carry out the obligations of RFB.

D. WCSD investigation determines that Bidder is not qualified to meet the obligations of this solicitation.

E. Cost and/or award of service(s) and/or product(s) exceed budgetary constraints.

6.0 RFB CLARIFICATIONS AND DOCUMENT ACCESSIBILITY

6.1 Any irregularities, lack of clarity, and concerns in this solicitation should be brought to the attention of WCSD's Purchasing Department for correction or clarification.

6.2 Bidder should submit such concerns in writing to the Purchasing Department via e-mail to: solicitations@washoeschools.net or submitted directly on the WCSD Solicitations website at https://solicitations.washoeschools.net/Purchasing prior to the QUESTION DEADLINE (refer to Page 1).

6.3 If the Bidder is unable to download documents from the WCSD Solicitations website at https://solicitations.washoeschools.net/Purchasing, the Bidder can send an email to: solicitations@washoeschools.net to request assistance.

6.4 If the Bidder is a member of DemandStar and has downloaded a solicitation document from DemandStar at www.demandstar.com, the Bidder will electronically receive any Addenda/Amendments issued directly from DemandStar.

7.0 ADDENDA AND AMENDMENTS

7.1 Along with all documentation required for bid submission, Addenda/Amendments issued may become an integral part of this solicitation. Questions, inquiries, and clarifications will be answered via an Addendum and will be made available to all interested Bidders. All Addenda/Amendments will be available for download at:

- WCSD Solicitations website at https://solicitations.washoeschools.net/Purchasing
- DemandStar at https://www.demandstar.com *(paid Membership required)*

7.2 Bidder should acknowledge receipt of Addenda/Amendments by signing and returning the Addenda/Amendments with their bid submission. It is the Bidder's responsibility to ensure receipt of any Addenda/Amendments. Failure to submit a signed Addendum/Amendment may result in the rejection of bid submission.

8.0 BID PRICING INCLUSIONS AND EXCLUSIONS

8.1 Bidded prices must include any related shipping/handling costs, exclusive of federal, state, and local taxes, and shall be F.O.B. Destination.

8.1.1 No shipping charges will be allowed via invoice from the awarded Bidder(s) when in receipt of an order.

8.2 If the specifications of any bid line item on **EXHIBIT C** state "to be installed at site (non-penetration)" or "set in position, (non-penetration)" it is WCSD's intent that the bid price submitted by the Bidder will cover all costs thereof.

8.2.1 Bidder 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 and shall comply strictly with the specifications and recommendations of that manufacturer as to the installation/set-up of that particular item.

8.3 Bidder shall leave the work area clean and free of all discarded packaging and any debris created by the installation and shall make good to the satisfaction of WCSD.

8.4 Delivery time may be a consideration in the awarding of this solicitation if deemed to be in the best interest of WCSD. Bidder shall state where identified on **EXHIBIT A,** a realistic delivery date including Saturdays, Sundays, and WCSD recognized holidays.

8.5 "Prompt Payment" discounts will not be considered in bid evaluation.

8.6 In the event of a discrepancy between written words and numerical figures submitted by a Bidder, the amount stated in written words shall govern.

8.7 In the event of a discrepancy between a unit price and the extended price, the unit price shall govern.

8.8 If applicable to providing the requested service(s) includes certain product(s) (refer to **EXHIBIT**

C), Bidder is to provide information regarding any relevant manufacturer's warranty for any product(s) being bid.

8.8.1 If the cost of a warranty is separate from the total bid item price, Bidder must provide the pricing of the warranty on **EXHIBIT C**, if applicable.

9.0 BIDDING PRODUCT ITEMS "AS SPECIFIED" OR "EQUAL" OR "SUBSTITUTE"

9.1 If the Bidder bids an item "AS SPECIFIED," then the Bidder is not required to provide additional supporting product documentation (e.g., manufacturer technical specifications, data sheets, white paper, etc.).

9.1.1 Unless otherwise specified, all product(s) offered shall be new, currently in production, and of the manufacturer's latest design.

9.1.2 The use of the brand/manufacturer name and/or the brand/manufacturer model number in describing a product(s) in bid submission should be seen as a measure of quality, design, and utility of the "AS SPECIFIED" item.

9.1.3 The Bidder must provide any vendor-specific product and/or vendor-specific item number of what is being bid "AS SPECIFIED" where applicable on **EXHIBIT C**, if applicable.

9.1.4 By not providing the additional information required will be understood by WCSD that the Bidder is offering a standard of quality, design, and utility that is "AS SPECIFIED" and bid pricing is valid.

9.2 If Bidder bids an item "EQUAL" OR "SUBSTITUTE," then the Bidder is required to identify the brand/manufacturer name, brand/manufacturer model number, make, grade, and any vendor-specific product and/or vendor-specific item number, etc. where applicable on **EXHIBIT C**.

9.2.1 Any proposed product(s) by a Bidder who considers said product(s) to be an "EQUAL" OR "SUBSTITUTE" to the specified product(s), Bidder is required to include supporting documentation (e.g., manufacturer technical specifications, data sheets, white paper, etc.) that supports the equivalence to the specified product(s).

9.2.2 Failure for Bidder to provide any of the above information/documentation as instructed may result in:

A. Rendering that bid item "NOT AS SPECIFIED" resulting in the rejection of the bid item.

B. Rendering the Bidder as "NON-RESPONSIVE" resulting in the rejection of the bid item and/or bid submission.

9.2.3 Bid items submitted as "EQUAL" OR "SUBSTITUTE" will be given equal consideration based upon the following standards:

- Specifications
- Quality
- Design
- Utility
- Past Performance
- Service(s) (which includes repairs, replacement parts, and adjustments)
- Price

9.2.4 The decision of WCSD concerning questions of compliance of bid items as "EQUAL" OR "SUBSTITUTE" when compared to the solicitation's specifications shall be final.

10.0 AWARD GUIDELINES AND RECOMMENDATION OF AWARD (ROA TABULATION)

10.1 Except for solicitation award 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. Refer to Section 33.0 BASIS OF AWARD for more information.

10.2 Severability exists regarding acceptance or rejection of any item, group of items, or section unless Bidder has stipulated specific limitations or WCSD's specifications indicate otherwise.

10.3 In the event of a tie, low bid shall be determined by extending prices out to the third decimal point. If a tie still exists, low bid shall be determined by lottery.

10.4 WCSD reserves the right to hold bid submissions for a period of ninety (90) days from the submission due date before awarding or rejecting said responses.

10.5 Bidder(s) are responsible for obtaining the ROA TABULATION. Bidder may obtain the ROA TABULATION by sending an email to WCSD's Purchasing Department at solicitations@washoeschools.net or by calling (775) 850-8025. The ROA TABULATION is also available to download from:

- WCSD Solicitations website at https://solicitations.washoeschools.net/Purchasing
- DemandStar at https://www.demandstar.com *(paid Membership required)*

11.0 APPEAL BY UNSUCCESSFUL BIDDER

11.1 Any unsuccessful Bidder (Appellant) may appeal the results in the solicitation's ROA TABULATION if they believe applicable provisions of the law were violated.

11.2 Appellant must submit a notice of protest to the Director of Procurement and Contracts no later than five (5) business days beginning the after the date of the ROA TABULATION.

11.2.1 The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of the law were violated.

11.3 Appellant shall submit with the notice of protest a bond (i.e., Protest Bond or Appeal Bond) with a good and solvent surety company, authorized to do business in the State of Nevada or submit other security in a form approved by WCSD, who will hold the bond or other security until a determination is made on the appeal.

11.3.1 The bond shall be in the amount of twenty-five percent (25%) of the total dollar value of the Appellant's bid submission, up to a maximum bond or other security amount of two hundred fifty thousand dollars ($250,000).

11.4 If Appellant is not satisfied with WCSD's Director of Procurement and Contracts' response, Appellant may then appeal to an appeals committee designated by WCSD.

11.5 If Appellant is not satisfied with the appeals committee's response, Appellant may then appeal to WCSD's Board of Trustees, who will render the final decision.

11.6 WCSD will postpone any award action until after WCSD's Board of Trustees renders a final decision.

11.6.1 Appellant will not seek any type of judicial intervention until WCSD has rendered its final decision on the protest.

11.7 If an appeal is granted and a bond was required, the full amount of the posted bond will be returned to Appellant.

11.8 If the appeal is denied/not upheld, a claim may be made against the bond by WCSD for expenses suffered by WCSD as a result of the unsuccessful appeal.

11.9 WCSD is not liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by Appellant in an appeal process.

12.0 DEBARMENT, SUSPENSION, AND OTHER LEGAL MATTERS

12.1 As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, Bidder must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency.

NOTE: Submission of a signed EXHIBIT A in response to this solicitation is the certification that the Bidder, Bidder's firm, and/or any Contractor/Subcontractor is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also an agreement that WCSD will be notified of any change in this status.

12.2 If WCSD was required by Nevada Revised Statute (NRS) 332.045 to advertise or request a formal sealed bid for this solicitation, then by way of a submitted signed **EXHIBIT A**, the Bidder provides a written certification that the Bidder is not currently engaged in, and during any valid term of the contract, shall not engage in, a Boycott of Israel as outlined in NRS 332.065 (effective July 1, 2018). The term "Boycott of Israel" has the meaning ascribed to that term per NRS 332.065(5)(a).

12.3 Should there be a formal contract issued specifically to this solicitation in addition to all the terms, conditions, and specifications outlined herein, Bidder agrees that all contract-related documents shall be governed by and construed in accordance with the laws of Nevada.

12.4 Unless specifically stated herein, if there exists any conflict or inconsistency between any terms, conditions, and/or specifications outlined herein to those in the bid submission, including, but not limited to, any additional terms, conditions, and/or specifications by way of contract submitted by the awarded Bidder(s), the language contained herein shall take precedence.

12.5 No action involving the awarded contract may be brought except in the district and federal courts located in Washoe County, Nevada, USA.

12.6 Any attempt by Bidder to assign or otherwise transfer any interest in this agreement without the prior written consent of WCSD shall be void.

12.7 WCSD acknowledges its responsibilities under the Americans with Disabilities Act (ADA) of 1990. WCSD expects all Bidders to be knowledgeable about and comply with the requirements of the ADA.

12.8 WCSD is neither endorsing nor suggesting that any particular Bidder's service(s) and/or product(s) is the best and/or only service(s)/product(s) available. Bidder(s) agrees to make no

reference to WCSD in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of WCSD.

12.9 Awarded Bidder(s) cannot receive any benefits (directly or indirectly) or be party to other contracts that may emanate from recommendations, contracting actions, and/or activities related to this solicitation.

12.9.1 The awarded Bidder(s) may only benefit from payment for valid service(s) rendered and/or product(s) procured under this solicitation and optional tasks contained herein, including identified deliverables in the awarded Bidder(s)' initial bid submission, and any subsequent written and mutually agreed to, Addendums/Amendments to the contract between the awarded Bidder(s) and WCSD.

13.0 JOINDER OF LOCAL GOVERNMENTS

***NOTE:** Preference will not be given to any Bidder working under any other existing contracts that allow joint use by public agencies.*

13.1 Per NRS 332.195 – Joinder or Mutual Use of Contracts by Local Governments:

(a) A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The original contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.

(b) A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

A governing body or its authorized representative or the State of Nevada shall not join or use a contract pursuant to this section if a contractor's license issued pursuant to Chapter 624 of NRS is required for any portion of the work to be performed under the contract.

14.0 REQUIRED INSURANCE COVERAGE AND VERIFICATION

14.1 Any awarded Bidder(s) shall, at the awarded Bidder(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 solicitation.

14.2 Any awarded Bidder(s) shall provide WCSD with a Certificate of Insurance (COI) form with Additional Insured Endorsement(s) affecting coverage required.

14.3 The authorized Insurer(s) of any awarded Bidder(s) 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 nor shall they have no right of recovery or subrogation against WCSD.

14.4 Any required insurance shall be approved by WCSD and be in effect prior to the procurement of any service(s) and/or product(s) rendered by any awarded Bidder(s) and shall continue in force as appropriate until the completion of the contract term.

14.5 An "ACORD 25 Certificate of Insurance Form" or a form substantially similar must be submitted by any awarded Bidder(s) to WCSD to evidence the insurance policies and coverages required.

14.6 The COI must be signed by a person authorized to bind coverage on the behalf of any awarded Bidder(s). The COI must name WCSD as the "Certificate Holder" as follows:

Washoe County School District
The Brown Center - Purchasing Department
14101 Old Virginia Road, Room 0
Reno, Nevada 89521-8912

14.7 For substantiating 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 Bidder(s)' general liability. The coverages shall contain no special limitations on the scope of protection afforded to WCSD, its officers, employees, agents, or volunteers.

14.8 The COI shall state that if any of the described policies are canceled 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 any awarded Bidder(s) or the authorized Insurer(s) without a replacement COI being provided to WCSD during any valid term of the contract.

14.9 Upon renewal of the policies listed, awarded Bidder(s), or authorized Insurer(s) shall WCSD with replacement certificates.

14.10 All COIs and relative endorsements are to be received by awarded Bidder(s) and must be reviewed and approved by WCSD's Purchasing Department prior to the procurement of any product(s) and/or services to be rendered.

14.11 WCSD reserves the right to require from awarded Bidder(s) to make available/check the wording of all required insurance policies at any time.

14.12 Awarded Bidder(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 that awarded Bidder's insurance and shall not contribute to it in any way.

14.13 Failure of any awarded Bidder(s) to comply with the reporting provisions of the policies shall not affect coverage provided to WCSD, its officers, employees, agents, or volunteers.

15.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

15.1 Any deductibles or self-insured retentions must be declared to and approved by WCSD before work commences. WCSD reserves the right to request additional documentation, financial or otherwise, prior to giving approval of the deductibles and self-insured retentions before work commences.

15.2 WCSD shall be notified of any changes to the deductibles or self-insured retentions made during any valid term of this contract or during the term of any policy, prior to the change taking effect.

15.3 It is understood that the awarded Bidder(s) is responsible for and shall assume payment of all deductibles and/or self-insured retentions.

16.0 GENERAL LIABILITY INSURANCE

16.1 During any valid term of this contract, including any subsequent renewals thereof, any awarded Bidder(s) providing service(s) and/or product(s) to WCSD shall maintain Commercial General Liability Insurance with the following coverages (at minimum) through a licensed insurance carrier(s) and having a current *A.M. Best* rating of A-:VII or better:

- Each Occurrence
- Medical Expense
- Personal & ADV Injury
- General Aggregate
- Products-Completed Operations Aggregate

16.2 Limits shall be equal to the amount carried by any awarded Bidder(s) but 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.

17.0 AUTOMOBILE LIABILITY INSURANCE

17.1 During any valid term of this contract, including any subsequent renewals thereof, any awarded Bidder(s) shall maintain Automobile Liability Insurance with the following coverages (at minimum) through a licensed insurance carrier(s) and having a current *A.M. Best* rating of A-:VII or better to include:

- All owned autos
- Non-owned autos (in use by Employees)
- Hired autos

17.2 Limits shall be equal to the amount carried by any awarded Bidder(s) but shall not be less than one million dollars ($1,000,000) per occurrence.

18.0 WORKERS' COMPENSATION INSURANCE

18.1 During any valid term of this contract, including any subsequent renewals thereof, any awarded Bidder(s) shall have and maintain Workers' Compensation coverage as required by law for the duration of the contract to include Employer's Liability Coverage (noted at Statutory Limits) with minimum limit of one million dollars ($1,000,000).

19.0 PROFESSIONAL LIABILITY INSURANCE

19.1 If applicable to the award of this solicitation and during any valid term of this contract, including any subsequent renewals thereof, the awarded Bidder(s) shall maintain Professional

Liability Insurance (Errors and Omissions) with minimum limits of at least one million dollars ($1,000,000).

19.1.2 WCSD reserves the right to require a higher limit for service(s) that may constitute said requirement

19.1.3 WCSD requires that Professional Liability Insurance include coverage for unintentional breach of contract.

19.1.4 Professional Liability Insurance may be proved under primary policies or by a combination of primary and excess policies.

19.1.5 Professional Liability is not covered under additional Umbrella Liability Insurance.

20.0 CONSUMPTION ESTIMATES, PURCHASE ORDERS, PAYMENTS, INSPECTIONS

20.1 Any quantities appearing in this solicitation and/or identified in **EXHIBIT C**, are approximations only and are estimated for the solicitation of responses.

20.2 Payment to any awarded Bidder(s) will be made only for the actual quantities procured by WCSD and supplied in accordance with this solicitation.

20.3 It is understood that the scheduled quantities to be procured may be increased, decreased, or omitted without in any way invalidating bid pricing.

20.4 Unless otherwise approved to procure service(s) and/or product(s) via a WCSD Procurement Card (PCard), WCSD will not be responsible for service(s) and/or product(s) provided by any awarded Bidder(s) without an official WCSD Purchase Order issued by the Purchasing Department.

20.5 All transactions for service(s) and/or product(s) between WCSD and any awarded Bidder(s) shall be regulated according to NRS Chapters 104 and 104A, which is the Nevada Uniform Commercial Code.

20.6 No variations, deletions, price increases, changes, or modifications to any order shall be effective without prior approval by WCSD and/or through a mutually agreed to, written addendum/amendment between any awarded Bidder(s) and WCSD.

20.7 WCSD reserves the right to not pre-pay for service(s) and/or product(s).

20.8 When any awarded Bidder(s) has rendered service(s) and/or supplied product(s), Bidder shall notify WCSD when ready for final inspection. In addition, WCSD reserves the right to call for an inspection as deemed necessary.

20.8.1 WCSD may request any awarded Bidder(s) to accompany WCSD's representative to visit the site of service(s) and compare any drawings and specifications related to the service(s) to the work in place.

20.8.2 Failure to visit the site will in no way relieve any awarded Bidder(s) from the requirement of furnishing any materials or performing any service(s) in accordance with drawings and specifications that may be required to complete the service(s) without additional cost to WCSD.

20.8.3 WCSD's representative shall review conflicts concerning any service(s) rendered and/or product(s) procured. Without prior approval, additional charges will not be allowed or paid.

20.8.4 Awarded Bidder(s) shall always keep WCSD premises free from the accumulation of waste materials and garbage derived from the awarded Bidder's operations and at a minimum, do so on a daily basis.

20.8.5 Upon completion of any service(s), awarded Bidder(s) shall remove all waste materials, debris, all tools, construction-related equipment, machinery, and surplus materials.

20.8.6 Awarded Bidder(s) shall clean all glass surfaces and leave the work area "broom clean" (at a minimum free of any excess items, personal items, and debris, and has been swept or vacuumed) or its equivalent unless otherwise specified by WCSD.

20.9 After approval by WCSD, the awarded Bidder(s) may bill for payment. Invoices are to include the

following information:

A. WCSD Purchase Order number.

B. WCSD's Facilities Management Department Work Order Number (if assigned).

C. Detailed/itemized description of the services provided.

D. Name of the location at which the service(s) was rendered and/or product(s) delivered.

E. Total cost (inclusive of all shipping, handling, and/or freight charges per awarded bid pricing).

20.10 Interest will NOT be paid on payment/funds withheld for:

A. Defective service(s) and/or supplied product(s) not remedied.

B. Funds held as a result of third-party claims for failure to make proper payments to the awarded Bidder(s).

C. For labor, materials, equipment, or product(s) still to be furnished and installed, and/or service(s) yet to be rendered.

21.0 WARRANTY AND GUARANTEE OF SERVICE(S) RENDERED AND/OR PRODUCTS SUPPLIED

21.1 Bidder warrants that service(s) rendered and/or product(s) supplied shall be performed with the degree of skill, care, and judgment customarily accepted as sound quality practice and procedure.

21.2 Bidder further warrants that service(s) rendered and/or product(s) supplied fulfill the requirements and intent of the entire contractual agreement inclusive of Bidder's RFB submission.

21.3 If service(s) rendered and/or product(s) supplied by any awarded Bidder(s) fail to meet the aforementioned criteria and/or is deemed to be inadequate by WCSD, the awarded Bidder(s) shall re-perform the service(s) rendered (or portion of thereof that is unsatisfactory) and/or replace the product(s) supplied.

21.4 Awarded Bidder(s) shall be liable for all costs and expenses incurred in the performance of corrective services, including travel, per diem, etc. and/or the replacement of product(s).

21.5 Awarded Bidder(s) shall guarantee that all product(s) provided under this contract will be free from defects of workmanship and material for a minimum period of one year from the date of final acceptance of the product(s) and shall, at the Bidder's own expense, repair and replace all defective product(s) that fall within this requirement.

22.0 REQUIRED PERSONNEL SAFETY (BACKGROUND) CHECKS

22.1 No later than twenty-one (21) days prior to any scheduled service(s) beginning, awarded Bidder(s) must provide WCSD with all required information outlined in **EXHIBIT D** available for download at https://solicitations.washoeschools.net/Purchasing, which includes Attachments A and B for requirements, instructions, and application, for every employee who will be on any/all premises of any WCSD site/location to provide service(s).

- **EXHIBIT D – PERSONNEL SAFETY CHECK APPLICATION**

23.0 DEFAULT, NON-APPROPRIATION OF FUNDS, AND CONTRACT TERMINATION RIGHTS

23.1 In case of default by any awarded Bidder(s), WCSD reserves the right to impose any of the following actions:

A. Deduct any unpaid balance due to awarded Bidder(s).

B. Procure the service(s) and/or product(s) from another source.

C. Hold the defaulting Bidder(s) responsible for any excess cost occasioned thereby.

D. Assess a penalty equal to five percent (5%) of the total bid price.

E. Commence with proceedings against any surety held in conjunction with the bid.

F. Prohibit Bidder(s) to submit bids for a period of not less than one (1) year and no more than five (5) years.

G. Pursue other appropriate legal remedies.

23.2 Should the funding authority of WCSD fail to appropriate funds to continue payment on the resultant contract of this solicitation, WCSD reserves the right to cancel said contract without termination charge or penalty and written notification shall be made by WCSD to the awarded Bidder(s) should this occur.

23.3 The awarded contract may be terminated in whole or in part by WCSD for its convenience with or without cause, but only after Bidder is given:

A. Not less than thirty (30) calendar days' written notice of intent to terminate.

B. Opportunity for consultation with WCSD's Director of Procurement and Contracts prior to termination.

24.0 FORCE MAJEURE

24.1 Neither party shall be liable for failure and/or delay in performance under any resulting contract of this solicitation, in whole or in part, to an act of God, including, but not limited to pandemics (e.g., COVID-19), epidemics, fire, naturally caused explosions and/or flood; employee/company strike, lockout and/or other labor dispute, civil commotion, human-caused explosions, and/or sabotage; acts of any government (e.g., shutdowns); unforeseen shortages and/or unavailability of fuel, power, transportation, raw materials and/or supplies; inability to obtain and/or delay in obtaining governmental approvals, permits, licenses and/or allocations; and any other causes which are not within either party's reasonable control, whether the cause is specifically identified above or not.

24.2 WCSD will not terminate any contract with awarded Bidder(s) who is unable to provide the contracted service(s) and/or provide product(s) due to FORCE MAJEURE.

24.3 WCSD maintains the ability and right to secure other suppliers to provide contracted service(s) and/or product(s), on a temporary basis, if deemed to be in the best interest of WCSD, until the awarded Bidder(s) can provide contracted service(s) and/or product(s).

25.0 INDEMNIFICATION

25.1 Awarded Bidder(s) agree to defend, indemnify, and hold harmless WCSD, its officers, employees, agents, and volunteers from and against all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, damage, which arises from any

service(s) rendered and/or procured product(s) if such injury, loss, and/or damage is due to the gross negligence and/or intentional misconduct of the awarded Bidder(s) and/or any of its officer, employee, and/or agent in the performance of the contracted service(s) and/or procured product(s).

25.1.2 Additionally, awarded Bidder(s) agree to indemnify and hold WCSD harmless from any claim involving patent infringement and/or copyrights on any procured product(s) under this solicitation.

25.2 WCSD agrees to defend, indemnify, and hold harmless the awarded Bidder(s), its officers, and its employees from and against any and all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, and/or damage which arises from any service(s) rendered and/or procured product(s) if such injury, loss, and/or damage is due to the gross negligence and/or intentional misconduct of WCSD and/or any of its officers, employees, and/or agents subject to the provisions of NRS Chapter 41 – Actions and Proceedings in Particular Cases Concerning Persons including, but not limited to NRS 41.035 whereas actions against certain officers and employees of political subdivisions for acts or omissions of other persons.

25.2.1 The obligation of this section shall not apply to damages for which WCSD is/shall become liable by final judgment to pay to a third party as the result of the negligence of WCSD.

25.2.2 Nothing herein shall constitute a waiver by WCSD of any and all rights and privileges under any governmental immunity act and/or related statute.

26.0 OCCUPATIONAL HEALTH AND SAFETY FOR CONSTRUCTION-RELATED SERVICE(S)

26.1 All applicable provisions of NRS Chapter 618 – Occupational Safety and Health shall be incorporated in the construction-related practices for all employees directly engaged in the completion of contracted services.

26.2 In accordance with generally accepted construction practices, awarded Bidder(s) will be solely and completely responsible for the condition of the project site, including the safety of all persons and property during the performance of the work.

26.2.1 This requirement will apply continuously and not be limited to normal working hours and the safety of WCSD students, staff, and visitors is paramount in awarding this solicitation.

26.2.2 Awarded Bidder(s) are not to impact school activities/functions to continue and/or complete work unless approved by and authorized by WCSD.

26.2.3 Working hours inside the existing perimeter and existing building will be coordinated with WCSD.

26.2.4 If necessary, awarded Bidder(s) will be instructed to return to occupied areas after normal working hours.

26.2.5 WCSD reserves the right to remove any person from the property for the safety and security of the facility.

26.3 Awarded Bidder(s) shall give all notices as required and comply with all laws, ordinances, rules, permits, and regulations bearing on the conduct of the awarded service(s).

26.4 If any awarded Bidder(s) observes that the plans and specifications are at variance therewith,

WCSD shall be promptly notified in writing of any necessary changes in the work.

26.5 If any awarded Bidder(s) performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to WCSD, all costs arising therefrom shall be the burden of that Bidder.

27.0 AWARDED BIDDER(S)' EMPLOYEE REGULATIONS

27.1 At all times the awarded Bidder(s) shall enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned.

27.2 Awarded Bidder(s) shall ensure that all workmen, laborers, and/or mechanics especially skilled in the class of the contracted work will perform the type of work required and that workmanship shall be of the best trade practice, regardless of the quality of materials.

27.3 At all times, awarded Bidder(s) shall provide sufficient and competent labor to carry on contracted service(s) properly, and guarantee completion of each part of said service(s) in accordance with the schedule and within the time agreed upon.

27.4 Any employee or contracted provider working under the direction of the awarded Bidder(s) (e.g., contractor, sub-contractor, etc.) providing service(s) pursuant to this solicitation who is deemed incompetent, disorderly, or otherwise objectionable by WCSD, shall be removed promptly by the awarded Bidder(s), and not reemployed to provide the awarded service(s).

28.0 WCSD SERVICE-RELATED GENERAL REQUIREMENTS

28.1 Awarded Bidder(s) and any employee or contracted provider working under the direction of the awarded Bidder(s) (e.g., contractor, sub-contractor, etc.) shall:

28.1.1 Conform to site rules and regulations impacted by service(s). All awarded service(s) shall be coordinated with the requirements of WCSD and its affiliated department(s) and operations shall be confined to the areas permitted under the contract and areas beyond indicated service areas are not to be disturbed.

28.1.2 Be responsible to shut the water off/on in response to any repairs directed by WCSD's representative and must contact WCSD prior to any service shutdown and advise when such shutdown shall commence.

28.1.3 Be required to maintain a neat and orderly operation and to limit or keep noise and nuisance to a minimum.

28.2 If applicable, awarded Bidder(s) are responsible for coordinating with WCSD for restrooms as necessary for use by awarded Bidder(s)' workforce and will keep all restrooms in a sanitary condition.

28.3 It is a felony to transport any alcoholic beverages, drugs, weapons, or ammunition of any kind on WCSD property, any contact or conversation with students is prohibited, and smoking is prohibited on all WCSD property.

28.4 Driveways and entrances serving the premises shall be kept clear and available at all times and said areas are not to be used for parking or storage of materials.

28.5 Passenger cars, trucks, and motorized construction equipment, when parked and unattended, shall be locked and the ignition key removed. Vehicles are NOT to be left with the engine running.

28.6 When required, limitations on site usage, as well as specific requirements that impact site

utilization, will be provided to the awarded Bidder(s) by WCSD.

28.7 If applicable to providing the requested service(s) also includes certain product(s), the delivery of product(s) shall be scheduled to minimize space and time requirements for storage of materials and equipment.

28.8 Work schedules are to be developed and submitted to the assigned WCSD department no less than forty-eight (48) hours in advance of any work.

28.9 The awarded Bidder(s) or any employee or contracted provider working under the direction of the awarded Bidder(s) (e.g., contractor, sub-contractor, etc.) shall provide sufficient staffing adequately trained to accomplish the work as detailed in this solicitation.

29.0 SITE VISITS

29.1 If site visits have not been pre-arranged/approved by WCSD for service(s) being requested in this solicitation, then interested Bidders may request site visits necessary to inspect and inventory any equipment/product(s) related to the requested service(s) to submit full and complete pricing in accordance with this solicitation's specifications by sending a written request via email to: solicitations@washoeschools.net.

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END OF GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

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SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

30.0 SCOPE OF SERVICE(S)

30.1 WCSD is soliciting formal bid submissions to provide labor, equipment, and materials necessary to inspect, maintain, test, and repair existing plumbing systems at locations identified by the Washoe County School District (WCSD) Facilities Management Department. All replacement equipment and materials are to be new; recycled and previously used equipment and/or materials will not be accepted. All locations are within the limits of Washoe County and consist of landscaped areas and medians.

31.0 CONTRACT TERM AND RENEWALS

31.1 Upon obtaining award approval by WCSD's Board of Trustees, tentatively scheduled on April 25, 2023, it is the intent of WCSD to award this solicitation (contract) for an initial term of two (2) years beginning May 1, 2023 and ending April 30, 2025 with three (3) optional one (1) year renewals, providing all terms, conditions, and specifications of the contract remain unchanged.

32.0 PRICE ADJUSTMENT & COST ESCALATION

32.1 WCSD will allow for a price increase or decrease after the first six (6) months of the initial term or any renewal term. Any such price increase or decrease will be based on the Consumer Price Index (CPI) Western Zone as reported by the U.S. Bureau of Labor Statistics online at: https://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.

33.0 BASIS OF AWARD

33.1 It is the intent of WCSD to award this solicitation (contract) to three (3) bidders on an ALL OR

NOTHING to the lowest responsive and responsible Bidder(s) whose submission(s) meet all terms, conditions, and specifications of this solicitation.

- Except for solicitation award 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. Refer to Section 10.0 AWARD GUIDELINES AND RECOMMENDATION OF AWARD (ROA TABULATION) for more information.

33.2 The primary consideration for awarding this Bid will be based on the total extended price of items 1 – 3, with the secondary consideration for award being based on the total extended price of item 14. All other items are mitigating information that will be considered based on the best interest of Washoe County School District. The submitted prices may also be utilized for projects on an "as needed basis" and must be honored by each awarded Bidder should the use of them arise.

34.0 CONCRETE, ASPHALT AND PLUMBING SUPPLIES

34.1 With each invoice submitted to the Washoe County School District for payment for work completed, the awarded Bidder shall include for verification purpose, itemized copy of invoice(s) for supplies and or materials purchased for that specific job.

34.2 If the awarded Bidder provides supplies and or rental equipment for a job, Washoe County School District will pay no more than cost plus fifteen percent (15%) of awarded Bidders verifiable costs.

34.3 Washoe County School District also reserves the right to purchase supplies on its own if it is deemed in our best interest.

35.0 RESPONSE TIME

35.1 Washoe County School District requires that the awarded Bidders have the ability to respond within a twenty-four (24) hour period from the point of the original request.

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MATERIAL DISTURBANCE PERMIT INFORMATION

(UPDATED AS OF FEBRUARY 2021)

***NOTE:** Any questions regarding the MDP requirements of this solicitation must be submitted in writing via email to: solicitations@washoeschools.net or directly on the WCSD Solicitations website at https://solicitations.washoeschools.net/Purchasing.*

The building Material Disturbance Permit (MDP) is a WCSD document that identifies asbestos and lead site-specific information, and it is issued by the Environmental, Safety, and Assessment (ES&A) Department. A site-specific MDP is required for each project. Each project and facility require a separate MDP because each facility has specific information and direction regarding asbestos and lead, as each facility is different in that regard. The MDP is to be requested by the Project Manager, or appointed WCSD representative, in accordance with current MDP requirements. No work can be done by a Contractor in WCSD without an MDP.

I. WATER SYSTEM DISTURBANCE

Improper closing of valves and other improperly conducted disruptions to WCSD facilities can result in

cross connections and back siphoning of chemicals and other contaminates into the water supply. Since these disturbances are very important, WCSD has added a water system disturbance section to the MDP. Work, as a part of this contract, may involve the disturbance of a facilities water distribution system and, as such, the Contractor is required to comply with the Water System Disturbance Permit Appendix section of the Material, Water and Lead Disturbance Permit for any work impacting a facility water system.

The Contractor shall carefully comply with all requirements of the Material, Water, and Lead Disturbance Permit, and shall be aware of this process prior to bid preparation and any construction. The permit requirements are hereby made a part of this specification and contract to the same extent as if bound herein and shall apply to all Contractors and Subcontractors.

The Contractor shall be responsible for all costs incurred by WCSD, including the consultant, sampling and testing, clean-up, replacement of affected equipment, materials, etc., and any legal action that may result from an unauthorized disturbance of a water system caused by the Contractor or Subcontractors, resulting in a cross-connection or backflow incident.

II. ASBESTOS

WCSD has approximately 60% of its facilities that contain asbestos-containing materials. Contractors performing disturbances to asbestos-containing materials must be properly licensed and trained per the EPA AHERA regulation, as well as other federal, state, and local regulations.

Since so many of the facilities contain asbestos, minor construction activities may times will involve disturbance of materials that contain asbestos. These projects may involve "small scale-short duration" asbestos disturbances also termed "Attachments and Penetrations" to non-friable materials. As a part of this contract, the awarded Contractor will be required to include Attachments and Penetrations into the scope of each project.

A. Asbestos and the Material Disturbance Permit

The Contractor shall carefully comply with all the items of the Building Material Disturbance Permit (MDP) and shall review the permit and become familiar with its contents prior to bid preparation and any construction.

Once an MDP Request is received for a specific project, building materials that have been identified as being disturbed during construction, and/or demolition, will have been tested for the presence of asbestos. These materials will be identified as asbestos-containing or non-asbestos-containing on the building MDP(s) by WCSD's AHERA Management Planner. The MDP must be referred to before any work commences. No outside asbestos sampling of building materials, by the Contractor or a Contractor hired asbestos consultant, is allowed.

All asbestos-containing material must be handled by contractors and/or individuals trained and certified in the removal of asbestos-containing building materials. No asbestos-containing materials shall be disturbed prior to authorization from WCSD. If any material is encountered that is not listed on the MDP, it shall immediately be brought to the attention of the Project Manager before any work continues that might disturb this material. If any building material listed in the disturbance permit as containing asbestos is improperly disturbed, in the opinion of WCSD, by the Contractor or Subcontractor/s, WCSD will immediately hire a third-party asbestos consultant to investigate possible asbestos contamination, and an asbestos Contractor to perform any recommended clean-up.
The Contractor shall be responsible for all costs incurred by WCSD including the consultant, sampling and testing, clean-up, replacement of affected equipment, materials, etc., and any legal action that may result from an asbestos fiber release incident caused by the Contractor or

Subcontractors.

B. Asbestos Abatement (removal of an asbestos material)

Attachments and Penetrations do not include the removal (other than drilling holes) of as asbestos-containing materials. Any removal of asbestos-containing materials is not an "Attachment and Penetration" activity, but rather an abatement, and any abatement of asbestos materials must be designed by an EPA AHERA certified Asbestos Project Designer. Any abatement project's design will be the responsibility of WCSD to design and provide abatement specifications. Asbestos abatement (removal) must be conducted by an asbestos abatement Contractor, which will be supervised by WCSD and/or a WCSD hired asbestos abatement consultant. The abatement costs will be included in the scope of each project.

i. Asbestos – Attachments and Penetrations

Attachments and Penetrations, for the purpose of this document, are the drilling of holes, installing/removing screws, and installing anchors, nails, and staples in non-friable asbestos-containing materials, in which the disturbance may release asbestos fibers. Attachments and Penetrations are minor disturbances that are normal activities such as installing conduits, mounting boxes or brackets, and removing equipment anchors asbestos-containing materials. The MDP will identify which materials at a specific site can be disturbed, and the minimum requirements to perform an asbestos disturbance.

ii. "Small Scale-Short Duration" – WCSD Attachment and Penetration Procedures

WCSD Attachment and Penetration Procedures that the Contractor must utilize, when identified as being required in the MDP, are available from the Project Manager. The Contractor shall submit a WCSD Attachment and Penetration Procedures to the Project Manager. The Project Manager will submit the documents to the ES&A Department for approval.

The Contractor can add additional requirements, but nothing required in the MDP and WCSD Attachment and Penetration Procedures may be omitted. The Contractor must submit the Attachment and Penetration Procedure to the Project Manager to get ES&A approval of these documents prior to any disturbance. The ES&A Department will notify the Contractor upon approval of these documents.

Once the approval of WCSD Attachment and Penetration Procedure and training certificates is received, the Contractor may schedule the disturbance but must notify the ES&A Department immediately prior to disturbing the asbestos-containing materials. The Contractor shall provide this notice by calling the ES&A Attachment and Penetration hotline at (775) 325-8490, follow the directions, and leave a message. ES&A Department personnel, Project Managers, Assistant Project Managers/PCIs, and other district personnel may conduct site visits to ensure compliance with the Contractor's submitted and approved procedures.

iii. Asbestos Training Certificates – Abatement

Abatement of asbestos-containing materials, as allowed and identified in the MDP, will be done by an Asbestos Abatement Contractor, with workers that have a minimum of 32-hour AHERA asbestos training (Asbestos Worker), and supervised by an abatement supervisor with 40-hour AHERA asbestos training (Contactor/Supervisor). Workers and supervisors must also get an annual refresher certificate if the original training is greater than one year old. Contractor training certificates will be submitted to the Project Manager at least two weeks prior to the start of the project. The ES&A

Department will review the submitted training documentation, verify certificates as required, and approve the abatement workers and supervisors, so they can work on the assigned WCSD project. No one that has not been approved by the ES&A Department is authorized to perform any asbestos disturbances within WCSD.

New workers added after the start of the project, will be approved by the ES&A Department within one 8-hour work period of the standard Monday thru Friday work schedule. Certification submittal will be serviced by the ES&A Department on a first come, first served basis. Delays reviewing the documentation will be anticipated and considered on any abatement schedule developed, and asbestos workers and supervisors will not be allowed to work in any way on that project until the documentation has been reviewed and approved.

iv. Asbestos Training Certificates – Attachment and Penetration

Contractors performing "Attachment and Penetration" work on non-friable asbestos-containing materials, as allowed, and identified in the MDP, will be required to have a minimum of 16 hours of AHERA asbestos training (Operations and Maintenance, or O&M), as well as an annual refresher certificate if the original training is greater than one year old. Contractor training certificates will be submitted to the Project Manager at least two (2) weeks prior to the start of the project. The ES&A Department will review the submitted training documentation, verify certificates as required, and approve the Attachment & Penetration technicians, so they can work on the assigned WCSD project. No one that has not been approved by the ES&A Department is authorized to perform any asbestos disturbances within WCSD.

New workers added after the start of the project, will be approved by the ES&A Department within one 8-hour work period of the standard Monday thru Friday work schedule. Certification submittal will be serviced by the ES&A Department on a first come, first served basis. Delays reviewing the documentation will be anticipated and considered on any Attachment and Penetration schedule developed, and Attachment and Penetration technicians will not be allowed to work in any way on that project until the documentation has been reviewed and approved.

v. Asbestos Air Sampling, Respiratory Protection, and Protective Suits

Asbestos personal air sampling is required during any asbestos disturbance. Asbestos air sampling results will be supplied to the ES&A Department, and the Project Manager, within 48 hours of the completion of a disturbance. Laboratory results will be emailed directly to the ES&A Department from the laboratory providing analysis. Handwritten results will not be allowed. Regardless of air sampling results, Contractors will not be allowed to submit a Negative Exposure Assessment so that they can discontinue the use of respirators and personal protective suits. WCSD reserves the right to require this requirement, to reduce the long-term exposure liability from Contractors and workers, which have disturbed this WCSD's asbestos materials.

If training certificates are issued for a class, those training certificates need to be submitted. Wallet cards will not be accepted as a training certificate unless no training certificate is provided by the training provider. In order for a wallet card to be accepted, the Contractor will supply a letter from the training provider stating that no training certificate was provided, and only wallet cards were supplied to attendees. Wallet cards are less desirable due to the small size and mitigate the ability to clearly read and verify all the information on the card. Contractors are encouraged to request a full-size 8 ½" x 11" training certificate from the training providers.

III. LEAD PAINTS, COATINGS, CERAMIC TILE, AND LEAD-CONTAINING MATERIALS IN WCSD FACILITIES

A. Lead-containing paints, coatings, ceramic tile, and lead materials are present in WCSD facilities.

Bidders/Contractors that disturb lead-containing or potentially lead-containing paints, coatings, ceramic tile, and lead-containing materials, by law, are required to know all applicable regulations, and comply with all state and federal regulations that apply to the disturbances to lead-containing paints, coatings, ceramic tile, and lead-containing materials they are conducting. The regulations that are recommended by WCSD for a Contractor to be properly trained and knowledgeable related to lead disturbances, include, but are not limited to, the following:

- OSHA Regulation CFR 1926.62 – Lead & Appendix A, B, C, and D – Lead Construction Standard
- OSHA Regulation CFR 1910. 1025 - Lead & Appendix A, B, C, and D – General Industry Standard
- EPA, 40 CFR Part 745 – Lead; Renovation, Repair, and Painting Regulation.

B. Lead and the Material Disturbance Permit

The Contractor shall carefully comply with all items of the Building Material Disturbance Permit (MDP) and shall review the permit and become familiar with its contents prior to bid preparation and any construction.

Once an MDP request is received for a specific project, building materials that have been identified as being disturbed during construction, and/or demolition, will have been tested for the presence of lead. These materials will be identified as lead-containing or not lead-containing on the building MDP(s) by WCSD's ES&A staff. The MDP must be referred to before any work commences. No outside lead sampling of building materials, by the Contractor or a Contractor hired lead consultant, is allowed.

All lead-containing materials must be handled by contractors and/or individuals trained and certified to perform lead disturbances. No lead-containing materials shall be disturbed prior to authorization from WCSD. If any building material listed in the disturbance permit as lead-containing is improperly disturbed, in the opinion of WCSD, by the Contractor or

Subcontractor, WCSD will immediately hire a third-party lead consultant to investigate possible lead contamination, and a lead removal Contractor to perform any recommended clean-up.

The Contractor shall be responsible for all costs incurred by WCSD, including the consultant, sampling and testing, clean-up, replacement of the affected equipment, materials, etc., and any legal action that may result from a lead contamination incident caused by the Contractor or Subcontractors.

Bidders/Contractors accept and acknowledge, by signing the MDP, the existence of lead-related regulations, and accept all liability related to the disturbance of lead-containing materials, citations resulting from, or any other costs WCSD may incur by the action of all parties of the Bidder's company or companies hired by the awarded Bidder to complete this project.

i. Construction Age of Buildings in WCSD

At the conception of adding lead information to MDPs, it was thought that lead-containing paints, coatings, and ceramic tile were much more likely to be present on more surfaces in WCSD's older facilities. However, recent sampling has shown that lead-containing paints, coatings, and ceramic tiles DO routinely exist, even in its newest facilities. Due to that finding, the age of buildings is not as important as was originally thought. WCSD is still providing construction date information in MDPs because lead-based paint >5000 ppm is much less likely in facilities built after 1978.

ii. Pre – 1978 WCSD Buildings

Paint and coating samplings have shown that paints and coatings contain some levels of lead in the Districts' Pre-1978 facilities. Therefore, all persons performing any disturbance to coatings or paints in its Pre-1978 constructed facilities must utilize lead-safe work practices. In addition, any person performing any disturbance to paints, coatings, ceramic tile, and lead-containing materials must have taken an OSHA lead action level training class from a WCSD ES&A Department approved training provider. If identified as lead-containing, the Contractor will be required to perform all disturbances as per the MDP, WCSD provided lead specification, and all local, state, and federal regulations.

iii. Post – 1978 WCSD Buildings

While it was originally thought that paints and coatings on materials other than metal surfaces and ceramic tile typically did not contain lead in WCSD post – 1978 constructed facilities, sampling has shown that is not the case. The MDP will provide specific historical sampling that has been conducted in WCSD facilities. If past sampling has shown the presence of lead-containing paints and coatings in the facility, the Contractor will be required to treat all painted and coated surfaces as lead-containing. If identified as lead-containing, the Contractor will be required to perform all disturbances as per the MDP, WCSD provided lead specification, and all local, state, and federal regulations.

The MDP will state all buildings identified above were constructed after 1978. While it was originally thought that paints, coatings, and ceramic wall tiles are less likely to contain lead in newer WCSD facilities, recent sampling has shown that lead-containing paints, coatings, and ceramic tiles DO routinely exist, even in its newest facilities. Due to that finding, Contractors must treat all paints, coatings, and ceramic tile as lead-containing unless WCSD project sampling has proven otherwise, and it will be deemed negative within the MDP and the project scope. The Bidder/Contractor must comply with all lead-containing or assumed lead-containing paint and coating disturbance instructions and requirements listed in the MDP, WCSD provided lead specifications, and all local, state, and federal regulations, unless the material has been proven, to the satisfaction of WCSD, that said materials do not contain lead.

iv. Lead Removal (The removal of a lead-containing material)

Attachments and Penetrations do not include any removal, demo, welding, sanding, abrading, sandblasting, cutting, grinding, heating, and torch cutting of lead-containing materials, and are not an "Attachment and Penetration" disturbance. These activities must be designed by an EPA Certified Lead Consultant. The project's design for the above-listed activities will be the responsibility of WCSD to design and provide the specs as a part of this bid package. Lead activities listed above must be conducted by a lead removal Contractor, which will be supervised by WCSD and/or WCSD hired EPA Certified Lead Consultant. The lead activities costs will be included in the scope of each

project.

v. Lead Attachments and Penetrations

Attachments and penetrations, for the purpose of this document, are the drilling of holes, installing/removing screws, and installing anchors, nails, and staples, in which the disturbance may release lead dust. Attachments and Penetrations are minor disturbances that are normal activities such as installing conduits, mounting boxes or brackets, and removing equipment anchors from lead-containing materials. The MDP will identify which materials at a specific site can be disturbed, and the minimum requirements to perform a lead disturbance.

vi. Lead Safe Work Practices – WCSD Attachment and Penetration Procedures

WCSD Attachment and Penetration Procedures that the Contractor must utilize, when identified as being required in the MDP, are available from the Project Manager. The Contractor shall submit WCSD Attachment and Penetration Procedures to the Project Manager. The Project Manager will submit the documents to the ES&A Department for approval.

The Contractor can add additional requirements, but nothing required in the MDP and WCSD Attachment and Penetration Procedures may be omitted. The Contractor must submit the Attachment and Penetration Procedure to the Project Manager to get ES&A approval of these documents prior to any disturbance. The ES&A Department will notify the Contractor upon approval of these documents.

Once the approval of WCSD Attachment and Penetration Procedure and training certificates is received, the Contractor may schedule the disturbance but must notify the ES&A Department immediately prior to disturbing the lead-containing materials. The Contractor shall provide this notice by calling the ES&A Attachment and Penetration hotline at (775) 325-8490, following the directions, leave a message. ES&A Department personnel, Project Managers, Assistant Project Managers/PCIs, and other district personnel may conduct site visits to ensure compliance with the Contractor's submitted and approved procedures.

vii. Lead Training Certificates – Removal and Attachments and Penetrations

The health and safety of all occupants of WCSD facilities is the number one priority of WCSD. To that end, technicians performing disturbances to lead-containing materials must have adequate training. Contractors performing lead disturbances, as allowed, and identified in the MDP, will be required to have a minimum of "OSHA Lead Action Level" training, as well as an annual OSHA Lead Action Level training certificate if the original training is greater than one year old, before being approved to perform lead disturbances. OSHA Lead Action Level training will be conducted in accordance with OSHA 1926.62(I)(2)(i) thru (viii) and all required topics identified in this standard will be completed to include:

- 1926.62(l)(2)(i) The content of this standard and its appendices.
- 1926.62(l)(2)(ii) The specific nature of the operations could result in exposure to lead above the action level.
- 1926.62(l)(2)(iii) The purpose, proper selection, fitting, use, and limitations of respirators.
- 1926.62(l)(2)(iv) The purpose and a description of the medical surveillance program, and the medical removal protection program including information

concerning the adverse health effects associated with excessive exposure to lead (with particular attention to the adverse reproductive effects on both males and females and hazards to the fetus and additional precautions for employees who are pregnant).

- 1926.62(l)(2)(v) The engineering controls and work practices associated with the employee's job assignment including training of employees to follow relevant good work practices described in Appendix B of this section.

- 1926.62(l)(2)(vi) The contents of any compliance plan in effect.

- 1926.62(l)(2)(vii) Instructions to employees that chelating agents should not routinely be used to remove lead from the bodies and should not be used at all except under the direction of a licensed physician; and

- 1926.62(l)(2)(viii) The employee's right of access to records under 29 CFR 1910.20.

Certificates of Training showing that technicians have successfully completed an OSHA Lead Action Level course and are required to be properly submitted and approved by WCSD's ES&A Department prior to any Contractor's technician performing any disturbances to lead-containing or assumed lead-containing paints or coatings, or any other lead-containing materials. The training certificate must have "OSHA Lead Action Level Training" clearly identified on the training certificate and should have a sentence that states that the training topics covered in the class meet or exceed the training topics of OSHA 1926.62(I)(2)(i) thru (viii).

If training certificates are issued for a class, those training certificates need to be submitted. Wallet cards will not be accepted as a training certificate unless no training certificate is provided by the training provider. In order for a wallet card to be accepted, the Contractor will supply a letter from the training provider stating that no training certificate was provided, and only wallet cards were supplied to attendees. Wallet cards are less desirable due to the small size and mitigate the ability to clearly read and verify all the information on the card. Contractors are encouraged to request a full-size 8 ½" x 11" training certificate from the training providers.

It is important that Contractor's planning on doing the lead work within WCSD become familiar with the lead training requirements and spend the time confirming that the lead classes being taken are truly an OSHA Lead Action Level course, and not a lead awareness course as identified above. Many training providers have differing training class titles on the lead classes, but only training certificates that are noted as above will be accepted to fulfill the listed WCSD's training requirements. Contractors requiring training are responsible for providing the training providers with a clear understanding of what training is required.

Full Lead worker initial and annual training certificates that comply with adjacent state requirements for lead worker certification will be accepted in lieu of the OSHA Lead Action Level training certificate, as long as they are titled "Lead Worker" and then accompanied by a letter from the training provider certifying that the topics identified in OSHA 1926.62(I)(2)(i) thru (viii) were covered in that class. Contractors are responsible for ensuring and verifying training certificates meet the above-listed requirements. Training certificates that do not have "OSHA Lead Action Level or Lead Worker" will not be accepted or submitted.

Contractor training certificates will be submitted to the Project Manager at least two

weeks prior to the start of the project. The ES&A Department will review the submitted training documentation and must pre-approve workers so they can work on the assigned WCSD project. No one that has not been approved by the ES&A Department is authorized to perform any lead disturbances.

New workers added after the start of the project, will be approved by the ES&A Department within one 8-hour work period of the standard Monday thru Friday work schedule. Certification submittal will be serviced by the ES&A Department on a first come, first served basis. Delays reviewing the documentation will be anticipated and taken into account on any Removal or Attachment and Penetration schedule developed, and Removal and/or Attachment and Penetration technicians will not be allowed to work in any way on that project until the documentation has been reviewed and approved.

viii. Renovation, Repair, and Painting Regulations (RR&P) - 40 CFR Part 745.81

Effective April 22, 2010, contractors will be required to be trained and registered with the EPA to conduct regulation applicable renovations, repairs, and painting (RR&P) in all elementary schools or child occupied WCSD facilities constructed prior to 1978 when lead-based paints and coatings are being disturbed. Contractors are reminded that there are some childcare facilities in middle and high school locations, and the RR&P would apply at those locations as outlined in the RR&P regulation requirements.
In general, all firms that disturb 6 square feet of lead-based painted surface per room on the interior, or 20 square feet on the exterior, within a 30-day period in this facility, must comply with the EPA's Renovation, Repair, and Painting (RR&P) regulation and must be registered with the federal EPA. Per the Regulation, the area of disturbance is calculated, by adding up the entire surface areas being removed/disturbed, which then determines the amount of painted surface area disturbed. Work that involves window replacement or demolition of a painted surface, the EPA RR&P regulation applies regardless of size if lead-based paint is present.

WCSD requires all workers in RR&P projects involving lead disturbances to have, at a minimum, OSHA lead action level training. This regulation also requires that the Contractor must assign an EPA RR&P certified renovator that is responsible for ensuring and documenting all work is conducted in compliance with the EPA RR&P regulation. There are extensive record keeping and notification requirements that the Contractor must perform. All workers with the minimum OSHA lead action level training, but are not EPA RR&P certified renovator trained, must be trained, and supervised by the EPA RR&P certified renovator.

On an RR&P project, Contractors must have a minimum of one EPA RR&P certified renovator on-site that has successfully attended and passed an 8-hour EPA accredited renovator training course before working in any elementary schools or child occupied WCSD facilities constructed prior to 1978. The renovator's training certification must remain current. Recertification requirements through the attendance of refresher courses are a requirement of this regulation. The renovator must be on-site throughout the project. The certified renovator is responsible for ensuring that lead-safe work practices are utilized per this EPA RR&P regulation, as well as per all WCSD lead requirements and policies that may be more stringent than the EPA and OSHA regulations.

The EPA RR&P regulation requires that personnel disturbing lead-containing materials utilize lead-safe work practices as identified in the EPA guidance document titled "Steps to Lead Safe Renovation, Repair, and Painting", pages 12 thru 23. This document is

available electronically at:
https://www.epa.gov/sites/default/files/2013-11/documents/steps_0.pdf.

The Contractor shall submit lead-safe work practice procedures, and all RR&P and OSHA lead action level training certificates to the Project Manager at least two weeks prior to the start of the project. The ES&A Department will review the submitted training documentation and must pre-approve workers so they can work on the assigned WCSD project. No one that has not been approved by the ES&A Department is authorized to perform any lead disturbances.

New workers added after the start of the project, will be approved by the ES&A Department within one 8-hour work period of the standard Monday thru Friday work schedule. Certification submittal will be serviced by the ES&A Department on a first come, first served basis. Delays reviewing the documentation will be anticipated and taken into account on any RR&P project schedule developed, and EPA RR&P certified renovators and workers will not be allowed to work in any way on that project until the documentation has been reviewed and approved.

This is a general overview of the regulation and the Contractor must refer to the regulation for additional requirements and information. Fines are expensive and are levied toward the Contractor, not WCSD, so compliance with this regulation is very important, and it is important that Bidders/Contractors are well versed in this regulation.

ix. Lead Air Sampling, Respiratory Protection, and Protective Suits

Lead personal air sampling is required during any lead disturbance. Lead air sampling results will be supplied to the ES&A Department, and the Project Manager, within 48 hours of the completion of a disturbance. Laboratory results will be emailed directly to the ES&A Department from the laboratory providing analysis. Handwritten results will not be allowed. Regardless of air sampling results, Contractors will not be allowed to submit a Negative Exposure Assessment so that they can discontinue the use of respirators and personal protective suits. WCSD reserves the right to require this requirement, to reduce the long-term exposure liability from Contractors and workers, which have disturbed WCSD's lead materials.

IV. INDOOR ENVIRONMENTAL QUALITY

Preventative job site practices will reduce the potential for residual problems with indoor air quality in completed buildings and reduce undue health risks for all workers. The following are the minimum standards required by WCSD for on-site construction in the district.

A. Existing HVAC System

When feasible, the HVAC system for the project area will be shut down for the duration of the project. If occupied spaces will be adversely affected by the shutdown of the system, construction area return registers should be sealed with polyethylene sheeting and secured as an alternative. Registers must be sealed prior to the start of work.

i. Separating Occupied Spaces from Non-Occupied

Keep work areas separate from occupied spaces with polyethylene sheeting (or similar) if there are no other natural barriers in place OR in spaces where air exchange will occur around the barriers.

ii. Ventilation

During the installation of carpet, paints, furnishings, and any other VOC-emitting products provide "spot" ventilation during application/installation and for at least 24 hours after the work is completed. In most cases, opening windows and doors will not be enough to effectively exhaust contaminants. It is recommended that an exhaust fan be used to pull polluted air out of the building. This can be accomplished by placing a fan in a window or door and temporarily sealing any opening around the fan with plastic. Additionally, a door or window at the opposite end of the room should be opened to allow fresh, outdoor air to flow across the work area and sweep polluted air out through the exhaust fan. As long as odors are present, the temporary exhaust ventilation must continue to operate. This may include nights and weekends, as necessary. Ventilation should continue for a minimum of 24 hours after the completion of the project or until there are no more noticeable odors.

iii. Construction Dust

Minimize the amount of dust in the air and on surfaces. Examples include the use of vacuum-assisted drywall sanding equipment and the use of vacuums instead of brooms to clean construction dust from floors.

iv. After Hours Scheduling

Schedule high dust-generating operations or extreme noise-generating activities after normal working hours. (i.e., saw cutting, jack hammering) and install temporary barriers to confine dust, as necessary.

v. Gasoline/Diesel Powered Equipment

Electric-powered equipment must be used in lieu of diesel or gasoline-powered equipment. Gas and diesel equipment may not be used inside a WCSD building or near an outdoor fresh air building intake.

vi. Material Safety Data Sheets (MSDS)

MSDS must be made be maintained onsite and made available upon request as required by federal law.

vii. Construction Completion

Prior to the occupancy of the building but after the installation of new furniture, carpet, etc., the building should be flushed with 100% outside air for one to three days.

viii. Air Filters

Replace all filtration media immediately at the conclusion of the job.

ix. Monitoring Air Quality

Indoor air quality monitoring will be conducted randomly throughout the project. Results and any recommendations will be communicated through the building inspector to construction management.

x. Pre-Construction Work Area Inspection

Any overhead work including the roof, the Contractor shall conduct a pre-room condition walk-through with WCSD'S Project Manager to determine the level of cleanliness that will be expected at the completion of the project. Contractor shall be responsible for cleaning all exposed surfaces within the facility beneath the work area. At the completion of the project, the Contractor shall clean all exposed surfaces within the facility beneath the aforementioned work area including but not limited to all shelving, duct, lighting, flooring, furniture, etc.

V. LOCK OUT TAG OUT (LOTO) PROCEDURE

Contractor will be responsible for the isolation and termination of all building systems that may be impacted by the scope of work within this bid. Contractor will coordinate all shut-down processes with the construction manager prior to any shutdowns up to and including Lock Out Tag Out procedures 24 hours prior to any shutdowns. WCSD will make the final determination of which systems and locations shall be isolated. All Lock Out Tag Out will be performed at the main service panel.

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- *ALL REQUIRED FORMS SPECIFIC TO THIS SOLICITATION (LISTED BELOW) 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 a valid, authorized signature (refer to Section 1.5.2), the submission will be rejected in its entirety.
  - *EXHIBIT B – PUBLIC DISCLOSURE FORM (REQUIRED FORM)*
  - *EXHIBIT C – PRICE SCHEDULE/SPECIFICATION FORM (REQUIRED FORM)*
  - *EXHIBIT D – PERSONNEL SAFETY CHECK APPLICATION*
  - *EXHIBIT E – MATERIALS DISTURBANCE PERMIT*