



REQUEST FOR PROPOSAL (RFP)

SOLICITATION TITLE: **COMPREHENSIVE DISTRICT-WIDE MIDDLE SCHOOL AND HIGH SCHOOL ATHLETIC UNIFORMS AND RELATED APPAREL**

SOLICITATION #: 85-P-12-23-GS

SCOPE OF WORK/SERVICES: Washoe County School District (WCSD) is soliciting formal proposal submissions to provide athletic uniforms and related apparel to middle and high schools within WCSD.

DUE DATE & TIME: **Wednesday, May 17 2023 at 2:00 pm (local time)**

PUBLIC OPENING: **Wednesday, May 17 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 Tuesday, April 25, 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: Gretchen Seiders, Buyer II

PUBLISH DATE: Tuesday, April 11, 2023

SOLICITATION # OF PAGES: 24

SOLICITATION EXHIBITS:

- EXHIBIT A SIGNATURE PAGE (**REQUIRED FORM**)
- EXHIBIT B PUBLIC DISCLOSURE FORM (**REQUIRED FORM**)
- EXHIBIT C(2) BASELINE DISCOUNT PRICE SCHEDULE (**REQUIRED FORM**)
- EXHIBIT D REFERENCES FORM (**REQUIRED FORM**)
- EXHIBIT E PERSONNEL SAFETY CHECK APPLICATION (**REQUIRED FORM**)

NOTE: The Facilitating Buyer for this solicitation is named above. Interested parties may NOT contact anyone else regarding this solicitation. Any interested Proposer contacting any other individual including, but not limited to, WCSD staff, officials, evaluation committee members, or Board of

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Trustees may have their RFP submission rejected from evaluation and award consideration.

All **REQUIRED FORMS** (see list below) specific to this solicitation are to be completed, signed, and included with proposals 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**)
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GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

1.0 SUBMISSION OF PROPOSAL

- 1.1 In response to this RFP, Proposers shall submit clearly labeled and indexed portfolios or binders with appropriate section and sub-section numbers as referred to herein. Please provide the following:
 - 1.1.1 One (1) original proposal labeled "MASTER".
 - 1.1.2 11 identical bound proposals labeled "COPIES".
 - 1.1.3 One (1) identical electronic response of the proposal in Microsoft Word, Microsoft Excel, or Adobe PDF, on a thumb/flash drive.
 - If discrepancies are found between the "MASTER" and the "COPIES" of proposals, the "MASTER" will be used to resolve the discrepancy.
- 1.2 Provide 11 copies of **EXHIBIT C(2)** (Section 45.0 – EVALUATION CRITERIA A). Copies must be submitted in one (1) separate, sealed envelope and identified as "EXHIBIT C(2)– BASELINE DISCOUNT PRICE SCHEDULE".
 - **EXHIBIT C(2) – BASELINE DISCOUNT PRICE SCHEDULE (REQUIRED FORM)**
 - 1.2.1 Any prices provided in the Proposer's proposal that are relevant to products that may be supplied in addition to the work/service shall be *F.O.B. Destination* and exclusive of all federal, state, and local taxes. No shipping charges will be allowed.
 - 1.2.2 All costs incurred in the preparation and submission of proposals to this RFP shall be the responsibility of the Proposer.
- 1.3 Neither the WCSD nor any officer or employee thereof shall be responsible for the pre/post-opening of, or failure to open an RFP not properly addressed, identified, and/or mislabeled.
- 1.4 Proposals submitted verbally, by telephone, email, and/or facsimile will NOT be accepted.
- 1.5 Proposals and any signed/acknowledged Addenda/Amendment(s) shall be submitted in a sealed envelope or box and labeled using the following format:

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Company Name: _____
Solicitation Title: Athletic Uniforms and Related Apparel
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Due Date & Time: May 17, 2023 at 2:00 pm (local time)

MAIL OR DELIVER PROPOSALS TO:

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

- 1.6 For a proposal to be accepted, it is mandatory that the proposal documents be received and time-stamped by the WCSD Purchasing Department (address noted above), no later than 2:00 pm (local time) on the DUE DATE & TIME identified on Page 1 of this RFP document.
 - 1.6.1 **Late proposals will NOT be accepted.** A proposal may be received any time prior to the DUE DATE & TIME. Should a proposal arrive after the DUE DATE & TIME, the Proposer will be notified.
 - 1.6.2 Neither the WCSD, the Purchasing Department, nor any officer or employee thereof shall be responsible for the pre/post-opening of or failure to open a proposal not properly addressed, identified, or mislabeled.
 - 1.6.3 Proposals will be opened publicly via a ZOOM meeting on May 17, 2023 at 2:30 pm (local time):

Join Zoom Meeting

<https://us05web.zoom.us/j/86749675564?pwd=M2RlcnFFSUFEVWSt4bFRpc1AyYTU0dz09>

Meeting ID: 867 4967 5564

Passcode: 2dzpQ5
- 1.7 All accepted proposals and accompanying documentation by WCSD's Purchasing Department become the property of WCSD and will not be returnable to the submitting Proposer.
- 1.8 Proposal information should be prepared to provide a straightforward, concise delineation of capacities to satisfy the requirements of the RFP and submitted with all **REQUIRED FORMS** identified in this RFP document.
 - 1.8.1 Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should be placed on conformance to RFP instructions, responsiveness to RFP requirements, completeness, and clarity of content.
- 1.9 Any irregularities and/or lack of clarity in this RFP should be brought to the attention of WCSD's Purchasing Department for correction and/or clarification via email to: solicitations@washoeschools.net or submitted directly on the WCSD's Solicitations website at <https://solicitations.washoeschools.net/Purchasing> prior to the QUESTIONS DEADLINE identified on Page 1 of this RFP document.
- 1.10 When a **SURETY** is required (refer to Page 1 for requirement), said surety must be submitted with the proposal.
 - 1.10.1 Said surety shall be issued by a creditable surety company authorized to do business in the State of Nevada.

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- 1.10.2 Said surety shall be acceptable only in the form of a Bond, Performance Bond (if applicable), Certified Check, or Cashier's Check in the amount stated and made payable to:
- Washoe County School District
RE: 85-P-12-23-GS
The Brown Center – Purchasing Department
14101 Old Virginia Road, Room 0
Reno, Nevada 89521-8912
- 1.10.3 After formal award of this RFP has been made public, any submitted surety of the unsuccessful Proposer shall be returned.
- 1.10.4 Said amount to be forfeited to WCSD should Proposer, to whom the RFP contract is awarded, fails to enter the contract in accordance with this RFP.
- 1.11 Addenda/Amendment(s) issued may become an integral part of this RFP and are posted and available at:
- WCSD Solicitations website at <https://solicitations.washoeschools.net/Purchasing>
 - DemandStar at <https://www.demandstar.com> (*paid Membership required*)
- 1.11.1 It is strongly suggested that Proposer acknowledge receipt of Addenda/Amendment(s) by signing and returning any Addenda/Amendment(s) with the proposal.
- Proposers are responsible for obtaining any Addenda/Amendment(s).
 - Failure to submit a signed Addenda/Amendment(s) may result in rejection/disqualification of a Proposer's proposal.
- 1.11.2 If the Proposer is a paid member of DemandStar and has downloaded a solicitation document from DemandStar at www.demandstar.com, Proposer will electronically receive from DemandStar any Addenda/Amendment(s) issued.
- 1.12 An authorized representative of the Proposer'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)**
- 1.12.1 Any proposal will be disqualified and rejected if **EXHIBIT A** is not signed and included in the proposal.
- 1.12.2 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 proposal 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 proposal DUE DATE & TIME.

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- 1.12.3 WCDSD reserves the right to reject any proposal received, or any part thereof for any of, but not limited to, the following additional causes:
- A. Evidence of collusion among Proposers exists.
 - B. Proposer fails to meet any terms and conditions as specified in this RFP.
 - C. Evidence submitted by Proposer leads WCDSD to believe that Proposer will be unable to carry out the obligations of any resulting contract of this RFP and complete the work/service described.
 - D. WCDSD investigation determines that Proposer is not qualified to meet the obligations of the contract and complete the work described.
 - E. Cost of work/service exceeds budgetary constraints.
- 1.13 Exceptions to any General and/or Special Terms, Conditions, and Specifications in this solicitation must be noted accordingly on **EXHIBIT A** and submitted with the proposal.
- 1.13.1 Failure to note said exceptions shall be interpreted to convey that the Proposer agrees to perform in the manner described and/or specified.
- 1.13.2 WCDSD reserves the right to accept or reject any exceptions if deemed to be in the best interest of WCDSD.
- 1.13.3 If there are any questions/inquiries about this requirement, Proposers are to submit their questions in writing via e-mail to solicitations@washoeschools.net or directly on WCDSD'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 proposal DUE DATE & TIME (refer to Page 1).
- 1.14 Proposer assumes all risks involved with the method of proposal delivery the Proposer chooses. WCDSD assumes no responsibility for the Proposer's failure to deliver a proposal in accordance with this RFP.
- 1.15 All proposals and accompanying documentation that are accepted by WCDSD's Purchasing Department become the property of WCDSD and will not be returned.
- 1.16 Exceptions to any of the General and/or Special Terms, Conditions and/or Specifications of this RFP must be noted on **EXHIBIT A**.
- 1.16.1 Failure to note said exceptions shall be interpreted to convey that Proposer agrees to perform in the manner described and/or specified. WCDSD reserves the right to accept or reject any exceptions if deemed to be in the best interest of the WCDSD.
- 1.17 Proposer shall provide with proposal, a completed and signed **EXHIBIT B** available for download at <https://solicitations.washoeschools.net/Purchasing>.
- **EXHIBIT B – PUBLIC DISCLOSURE FORM (REQUIRED FORM)**
- 1.17.1 Failure to submit a completed and signed **EXHIBIT B** with the proposal may be grounds for disqualifying the proposal from evaluation and award consideration.

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- 1.18 **The Facilitator for this RFP is identified on Page 1 of this document. Proposers may NOT contact anyone else regarding this RFP. Proposers contacting any other individual including, but not limited to, WCSD staff, officials, evaluation committee members, or Board of Trustees may be disqualified.**

2.0 WITHDRAWAL OF PROPOSAL

- 2.1 Proposals may be withdrawn by written notification delivered via e-mail to solicitations@washoeschools.net provided such notice is received prior to the DUE DATE & TIME identified on Page 1 of this RFP.
- 2.2 A request for withdrawal of a proposal received after the DUE DATE & TIME will not be considered.

3.0 PROPRIETARY & CONFIDENTIAL INFORMATION

- 3.1 WCSD is a public entity as defined by state law and, as such, it is subject to the Nevada Public Records Law (Nevada Revised Statute, Chapter 239 (NRS 239)). Under said law, all WCSD records are public (unless otherwise declared by law to be confidential), subject to inspection and may be copied by any person.
- 3.2 Proposers are advised that after a LETTER OF INTENT (Recommendation of Award) has been issued the complete content of all proposals will become public record, and nothing contained in the proposal will be deemed confidential unless deemed so by law.
- 3.3 Proposers should not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Thus, proposals should contain sufficient information to be evaluated without reference to any proprietary information.

4.0 PROPOSER FORMAL INTERVIEWS AND PRESENTATIONS

- 4.1 WCSD reserves the right to require, any or all, Proposers to attend an interview session and/or give a presentation or demonstration (either by virtual means or in-person) to gauge suitability to provide work/service and to illustrate their abilities to meet the requirements of this RFP.
- 4.2 If so requested by WCSD, Proposers are to make their personnel available within (no less than) ten (10) business days of the request for formal interviews and presentations.
- 4.3 No cost allowance or per diem will be paid by WCSD for this requirement.
- 4.4 WCSD also reserves the right to recommend any Proposer for award from their evaluated and scored proposal without presentations and/or formal interviews if deemed to be in the best interest of WCSD.

5.0 GOVERNING LAW, COMPLIANCE WITH LAW, AND ATTORNEY FEES

- 5.1 Should there be any resulting contract of this RFP, the awarded Proposer agrees that the contract shall be governed by and construed in accordance with the laws of Nevada.
- 5.2 No action involving the proposal and/or resulting contract may be brought except in the federal courts located in Washoe County, Nevada, USA.
- 5.3 Proposer shall comply with all applicable federal, state, and local statutes, regulations, ordinances, or other legal requirements which apply.

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- 5.4 All parties agree that in the event of a dispute, each party will bear its own costs of litigation and/or attorney's fees.

6.0 DISPUTE RESOLUTION

- 6.1 Any breach, controversy, or claim arising out of, related to the RFP, and/or any resulting contract of this RFP shall be settled by arbitration unless WCSD, at its sole option, rejects arbitration by so notifying Proposer.
- 6.2 If the WCSD rejects arbitration, the Proposer shall have thirty (30) days from the date of receipt of rejection to send notice to commence litigation of the work/service via a summons and complaint upon the WCSD.
- 6.3 Failure to effectively provide work/service to the WCSD within said time shall act as a bar to litigation of the claim, which was the subject of the request for arbitration.
- 6.4 If the matter is arbitrated, WCSD shall designate whether the rules of the American Arbitration Association or the rules of the Nevada Arbitration Association shall apply. Nevada courts may enter judgment on such awards.
- 6.5 The parties agree that any arbitrator may not award attorney's fees in any case.
- 6.6 Unless specifically stated herein, if there exists any conflict and/or inconsistency between terms set forth in this RFP, the awarded Proposer's response to this RFP, and any contract submitted by the awarded Proposer, the language in this RFP shall take precedence.

7.0 DEBARMENT, SUSPENSION, AND OTHER LEGAL MATTERS

- 7.1 As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Proposer 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 Proposer, Proposer'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 of EXHIBIT A is also an agreement that WCSD will be notified of any change in this status.

- 7.2 Submission of **EXHIBIT A** is certification that Proposer's organization (or any Sub-Proposer) 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 of **EXHIBIT A** is also confirmation that WCSD will be notified of any change in this status.
- 7.3 If WCSD was required by NRS 332.039 to advertise for this RFP, then by way of a submitted signed proposal, the Proposer provides a written certification that the Proposer is not currently engaged in, and during any term of any resulting contract of this RFP, 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).
- 7.4 Loss of Contract and/or Inability to Fulfill Requirements

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- 7.4.1 If Proposer has had a contract terminated, or has a pending termination, or a settlement to avoid litigation or termination for default during the past five (5) years, all such incidents must be described. Termination for default is defined as notice to stop performance, due to Proposer's non-performance, or poor performance, and the issue was either: (i) not litigated; or (ii) litigated and such litigation determined Proposer to be in default. Proposer shall submit full details of all terminations for default, settlements, or pending terminations experienced in the past five (5) years including the other party's name, address, and telephone number. Proposer shall also present its position on the matter to WCSD's Purchasing Department.
- 7.4.2 WCSD shall evaluate the facts and at its sole discretion may reject the Proposer's proposal if the facts discovered indicate that the completion of any contract resulting from this RFP may be jeopardized by the selection of Proposer. If Proposer has experienced no such settlement or terminations for default in the past five (5) years and has no pending terminations, it must affirmatively declare this to be so in the proposal.

8.0 NON-APPROPRIATION OF FUNDS

- 8.1 Should the funding authority of WCSD fail to appropriate funds to continue payment on a resultant contract of this RFP, WCSD may cancel said contract without termination charge or penalty. Written notification from WCSD shall be made should this occur.
- 8.2 WCSD would only exercise the FUNDING OUT CLAUSE above if WCSD is unable to appropriate the necessary funds to pay for the work/service under this RFP.
- 8.3 If WCSD is unable to appropriate the necessary funds to pay for the work/service under this RFP WCSD reserves the right to contract with another party for the same work/service immediately following the termination of a resultant contract specific to this RFP.
- 8.4 Should WCSD appropriate the funds at a later time, WCSD reserves the right to issue a new RFP for said work/service.

9.0 DEFAULT AND CONTRACT TERMINATION RIGHTS

- 9.1 In case of default by any awarded Proposer(s), WCSD reserves the right to impose any of the following actions:
- A. Deduct any unpaid balance due to awarded Proposer(s).
 - B. Procure the service(s) and/or product(s) from another source.
 - C. Hold the defaulting Proposer(s) responsible for any excess cost occasioned thereby.
 - D. Assess a penalty equal to five percent (5%) of the total proposal price.
 - E. Commence with proceedings against any surety held in conjunction with the proposal.
 - F. Prohibit Proposer(s) to submit proposals for a period of not less than one (1) year and no more than five (5) years.
 - G. Pursue other appropriate legal remedies.

10.0 TERMINATION OF CONTRACT

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10.1 Any resulting contract from this RFP may be terminated in whole or in part by WCSD with or without cause without penalty or fee only after the contracted Proposer is given:

- A. Not less than thirty (30) calendar days written notice of intent to terminate.
- B. An opportunity for consultation with the Director of Procurement and Contracts of WCSD prior to termination.

11.0 JOINDER OF LOCAL GOVERNMENTS

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

NRS 332.195 Joinder or Mutual Use of Contracts by Local Governments, states the following:

1. *Except as otherwise provided in this section:*

(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 another state is not liable for the obligations of the local government which joins or uses the contract.

2. *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.*

12.0 AMERICANS WITH DISABILITIES

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

13.0 INSTALLATION

13.1 If applicable, the awarded Proposer shall make good and to the satisfaction of WCSD any damage resulting from the work/service caused by any installation. Wherever, in these specifications, a specific brand, make, and/or model of item is specified, the awarded Proposer shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item.

14.0 REQUIRED INSURANCE COVERAGE & VERIFICATION

NOTE: WCSD reserves the right to amend/adjust any limits (both occurrence and aggregate) listed herein with respect to all insurance coverages based on the estimated project/construction budget (if applicable) should it be deemed in the best interest of WCSD.

14.1 Any awarded Proposer shall, at the awarded their sole expense, procure, maintain, and keep in

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force for the duration of the contract insurance conforming to the minimum limits as specified in this solicitation.

- 14.2 Any awarded Proposer shall provide WCSD with a Certificate of Insurance (COI) form with Additional Insured Endorsement(s) affecting the coverage required.
- 14.3 The authorized Insurer(s) of any awarded Proposer(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 Proposer 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 Proposer(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 Proposer(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 Proposer(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 Proposer(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 Proposer(s), or authorized Insurer(s) shall WCSD with replacement certificates.
- 14.10 All COIs and relative endorsements are to be received by awarded Proposer(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 awarded Proposer(s) to make available/check the wording of all required insurance policies at any time.
- 14.12 Awarded Proposer'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 Proposer's insurance and shall not contribute to it in any way.
- 14.13 Failure of any awarded Proposer(s) to comply with the reporting provisions of the policies shall

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not affect coverage provided to WCSD, its officers, employees, agents, or volunteers.

15.0 GENERAL LIABILITY INSURANCE

15.1 During any term of the resulting contract of this RFP, the awarded Proposer providing work/service to WCSD shall maintain Commercial 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:

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

15.2 Limits shall not be less than one million dollars (\$1,000,000) per occurrence combined single limits with (at minimum) two million dollars (\$2,000,000) aggregate.

16.0 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

16.1 If applicable to the work/services outlined in this RFP, During any valid term of this contract, including any subsequent renewals thereof, any awarded Proposer(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

16.2 Limits shall not be less than one million dollars (\$1,000,000) per occurrence.

17.0 WORKER'S COMPENSATION COVERAGE

17.1 During any valid term of an awarded contract of this RFP, including any subsequent renewals thereof, any awarded Proposer(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 a minimum limit of one million dollars (\$1,000,000).

18.0 PROFESSIONAL LIABILITY INSURANCE

18.1 During the initial term of a resulting contract of this RFP and for any additional time specified by WCSD thereafter, including any subsequent renewals thereof, the awarded Proposer(s) shall maintain Professional Liability Insurance (Errors and Omissions) with minimum limits of at least one million dollars (\$1,000,000).

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

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

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

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

19.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

- 19.1 Any deductibles or self-insured retentions must be declared to and approved by the WCSD before any work/service is rendered and/or products procured. WCSD reserves the right to request additional documentation, financial or otherwise, prior to approving the deductibles and self-insured retentions before any work/service is rendered and/or products procured.
- 19.2 WCSD shall be notified of any changes to the deductibles or self-insured retentions made during any term of any resulting contract of this RFP or during any term of any policy.
- 19.3 It is understood that the awarded Proposer is responsible for and shall assume payment of all deductibles and/or self-insured retentions.

20.0 LICENSE AND CERTIFICATION

- 20.1 Proposers must be licensed and/or incorporated to do business in the State of Nevada.
- 20.2 Proposer shall possess all applicable licenses and/or certifications to perform the type of work/service in this RFP.
- 20.3 Proposer shall possess appropriate city and/or county business licenses, if applicable.

21.0 VESTED INTEREST

- 21.1 Awarded Proposer cannot receive any benefits (directly or indirectly) and/or be party to other contracts that may emanate from recommendations, contracting actions, and or activities related to this RFP.
- 21.2 The only benefit the awarded Proposer may derive from this project is payment for rendered work/service, products procured specific to the work/service, and applicable deliverables as outlined in any resulting contract of this RFP, including identified deliverables in awarded Proposer's initial RFP response and subsequent written additions to the resulting contract of this RFP authorized/approved by WCSD.
- 21.3 Proposer covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner and/or degree with the performance of work/services required under the resulting contract of this RFP.
 - 21.3.1 Proposer covenants to its knowledge and ability that in performance of said work/service no person having any such interest shall be employed (**EXHIBIT B**).

22.0 WARRANTY OF WORK/SERVICE

- 22.1 Proposer warrants that any work/service rendered under any resulting contract of this RFP shall be performed with the degree of skill, care, and judgment customarily accepted as sound quality practices and procedures.
- 22.2 Proposer further warrants that any work/service rendered under any resulting contract of this RFP shall fulfill the requirements and intent of the entire contract inclusive of Proposer's proposal. If work/service fails to meet the requirements and/or is deemed to be inadequate in the judgment of WCSD, awarded Proposer shall re-perform the work/service and/or portion of the work/service that is unsatisfactory.

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- 22.3 Awarded Proposer shall be liable for all costs/expenses incurred in the performance of corrective work and work/service, including travel, per diem, etc.

23.0 ASSIGNMENT

- 23.1 Any attempt by awarded Proposer(s) to assign and/or otherwise transfer any interest in any resulting contract of this RFP without the prior written consent of WCSD shall be considered "VOID."
- 23.2 Should a firm be acquired through formal purchase/acquisition by a Proposer that was awarded a contract resulting from this RFP, WCSD may grant permission for this type of assignment if the newly acquired firm submits financial documentation as outlined in Section 1.1.4 and those documents are reviewed in the same manner as the originally awarded Proposer.

24.0 CONFIDENTIAL TREATMENT OF INFORMATION

- 24.1 Proposer shall preserve any information obtained, assembled, and/or prepared in connection with the performance of any resulting contract of this RFP in the utmost professional confidence.

25.0 FORCE MAJEURE

- 25.1 Neither party shall be liable for failure and/or delay in performance under any resulting contract of this RFP, 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; 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 or not the cause is specifically identified above.
- 25.2 WCSD will not terminate any contract with awarded/contracted organization that is unable to complete and perform the work/service due to FORCE MAJEURE.
- 25.3 WCSD maintains the ability and right to secure other suppliers to provide said work/services, temporarily, if deemed to be in the best interest of WCSD, until the awarded and contracted Proposer is able to return to said work/service and able to meet the requirements of any resulting contract of this RFP.

26.0 INDEMNIFICATION

- 26.1 Proposer agrees 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 work performed under any resulting contract of this RFP, if such injury, loss, and/or damage is due to the gross negligence and/or intentional misconduct of Proposer, any Sub-Proposer of Proposer, and/or any officer, employee, and/or agent of Proposer in the performance of work/service hereunder.
- 26.1.2 Proposer also agrees to indemnify and hold the WCSD harmless from any claim involving patent infringement and/or copyrights on goods supplied.

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- 26.2 WCSD agrees to defend, indemnify and hold Proposer, its officers, and its employees harmless 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 out of the work performed under any resulting contract of this RFP, if such injury, loss, and/or damage is due to the gross negligence and/or intentional misconduct of WCSD and/or any officer, employee, and/or agent of WCSD subject to the provisions of NRS 41, including, but not limited to NRS 41.035: Actions against certain officers and employees of political subdivisions for acts or omissions of other persons.
- 26.3 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. Nothing herein shall constitute a waiver by WCSD of any and all rights and privileges under any governmental immunity act and/or related statute.
- 27.0 INTELLECTUAL PROPERTY
- 27.1 Any drawings, written reports, and/or other works (works) made and/or provided to WCSD by Proposer shall be considered works for use and become the property of WCSD. Any such works shall not be stamped with the Proposer's proprietary markings.
- 28.0 NO THIRD-PARTY RIGHTS
- 28.1 Any resulting contract of this RFP is made for the benefit of WCSD and the awarded Proposer and not for any outside party.
- 29.0 NON-ENDORSEMENT
- 29.1 As a result of the selection of an awarded Proposer to supply work/service and/or products under this RFP, WCSD is neither endorsing nor suggesting that the Proposer's work/service is the best and/or only solution.
- 29.2 The awarded Proposer agrees to make no reference to WCSD in any literature, promotional material, brochures, sales presentations, or the like, without prior express written consent of WCSD.
- 30.0 RECORDS
- 30.1 Records shall be maintained as required by awarded Proposer in compliance with applicable municipal, federal, and/or state laws, ordinances, codes, and as prescribed by WCSD.
- 30.2 Upon prior written notice, at a mutually agreed upon time and place, all records shall be made available to WCSD.
- 30.3 WCSD may audit, examine and/or take excerpts and/or transcripts from such records including, but not limited to, invoices, materials, payrolls, records of personnel, conditions of employment, and/or any other data as may be pertinent to this RFP.
- 31.0 OTHER EXPENSES
- 31.1 In the event that WCSD agrees to pay for any of Proposer's expenses directly related to work/service and/or products relevant to this RFP, no overhead and/or profit shall be permitted.
- 31.2 Proposer shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by WCSD policies, regulations, and procedures for its employees at the time the reimbursement request(s) are made.

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32.0 REFERENCES

- 32.1 WCSD may investigate information supplied by Proposer to determine its accuracy. Proposer supplying a reference and/or customer list gives the WCSD permission to contact references listed and understand that any information gathered may be used in the evaluation of the proposal.

33.0 PROPOSAL NEGOTIATIONS

- 33.1 WCSD may open negotiations with responsive Proposers prior to award. At its sole discretion, the WCSD reserves the right to award any resulting contract of this RFP without negotiation based upon written proposals.
- 33.2 WCSD reserves the right to accept any proposal, that it deems most favorable to the WCSD, and to reject any or all proposals or any portion of any proposal submitted which is not in the WCSD's best interest.

34.0 RFP AND CONTRACT AWARD GUIDELINES

- 34.1 WCSD intends to create a pool of companies that can provide athletic uniforms and related apparel to all high schools and secondary schools. WCSD schools reserve the right to choose from any of the awarded proposers. WCSD reserves the right to purchase outside of the awarded pool of companies if none of the awarded proposers are able to provide the items that the school(s) needs and/or if the awarded proposers can't provide the items needed within the delivery timeframe indicated in their submissions.
- 34.2 WCSD reserves the right to waive any minor informalities or irregularities in proposals and/or any resulting contract of this RFP in its best interest.
- 34.3 WCSD reserves the right to award a resulting contract of this RFP based on individual scope of work/service elements, groups of elements, or all elements to a single Proposer. Taking into consideration the specified evaluation criteria, WCSD will select the Proposer whose proposal is most advantageous to the WCSD.
- 34.4 Contractual commitments are contingent upon the availability of funds as evidenced by the issuance of a purchase order.
- 34.5 Any additional contract documents conjoined as part of this RFP for final award consideration are subject to approval by WCSD's legal counsel and may require approval of the Chief Financial Officer (CFO) or Board of Trustees prior to execution.
- 34.6 Once awarded, this RFP and any resulting contract of this RFP will be the final expression of a contract between the parties and may not be altered, changed, and/or amended except by mutually approved and executed amendments.
- 34.7 Unless specifically stated herein, if there exists any conflict and/or inconsistency between terms set forth in this RFP document, the awarded Proposer's proposal, and any additional contract submitted by the awarded Proposer, the language in this RFP document shall take precedence unless otherwise approved by WCSD.
- 34.8 WCSD reserves the right to hold proposals for a period of ninety (90) days from the date of opening before awarding or rejecting said proposals.

35.0 LETTER OF INTENT (RECOMMENDATION OF AWARD)

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35.1 It is the responsibility of the interested Proposer to obtain the LETTER OF INTENT (Recommendation of Award) available for download at:

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

35.2 Proposer may also obtain a copy of the LETTER OF INTENT (Recommendation of Award) via email at solicitations@washoeschools.net

36.0 APPEAL BY UNSUCCESSFUL PROPOSER

36.1 Any unsuccessful Proposer (Appellant) may appeal the results in the solicitation's LETTER OF INTENT (Recommendation of Award) if they believe applicable provisions of the law were violated.

36.2 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 LETTER OF INTENT (Recommendation of Award).

36.2.1 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.

36.3 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.

36.3.1 The bond shall be in the amount of two hundred fifty thousand dollars (\$250,000).

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

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

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

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

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

36.8 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.

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

37.0 PERFORMANCE BOND

37.1 When a Performance Bond is required, the awarded Proposer shall agree to furnish WCSD with a Performance Bond in the amount equal to one hundred percent (100%) of the total amount of the proposal award for the initial term of the contract.

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- 37.2 The Performance Bond shall be made payable to WCSD, executed by one or more surety companies authorized to do business in the State of Nevada.
- 37.3 The Performance Bond shall be conditioned upon the awarded Proposer's full performance of the work/service, in accordance with the plans, specifications, terms, and conditions of the award of RFP by the Board of Trustees.
- 37.4 In the event the contract is renewed, a new Performance Bond, if applicable, shall be requested for one hundred percent (100%) of the total amount of the proposal for the renewal term.
- 38.0 PENALTIES
- 38.1 In case of default by awarded Proposer, the WCSD may procure the work/service and/or products from other sources and may deduct from any unpaid balance due Proposer and/or collect against the submitted surety, bond, or security for the amount of excess costs so paid.
- 39.0 SEVERABILITY
- 39.1 If a competent court or arbitrator holds any of the terms, covenants, provisions, and contracts contained herein invalid, illegal, and/or unenforceable, any resulting contract of this RFP shall be interpreted as if such invalid terms, covenants, provisions, and/or contracts were not contained herein, and the remaining provisions shall be valid and enforceable.

END OF GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

40.0 SCOPE OF WORK/SERVICES

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WCSD is soliciting interested and qualified vendors to submit proposals to provide comprehensive district-wide middle and high school athletic uniforms and related apparel.

41.0 PROPOSAL GROUP SELECTION

41.1 WCSD will score Proposers on Evaluation Criteria A through D (Section 45.0 through 45.2) under each Proposer's selected category of either **GROUP A** or **GROUP B** (See Exhibit C(2) BASELINE DISCOUNT PRICE SCHEDULE). Proposers will be scored and ranked against others in their chosen group only. It is **REQUIRED** that each Proposer make a selection of either **GROUP A** or **GROUP B**. 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 proposal DUE DATE & TIME.

- **GROUP A** Proposers will be evaluated and scored based on criteria including breadth and depth of product offering across most or all sports and related apparel. This should include the range of products available to purchase including a list of brands available as well as a wide variety of options within those brands and within each sport.
- **GROUP B** Proposers will be evaluated and scored based on criteria under a more specialized range of offerings, meaning proposers in this group cover a small range of sports or other related apparel items, while providing a variety of brands and multiple selections within those brands and sports or other related apparel items. If submitting under this category, Proposer must make clear which sport or sports (up to 3 sports) and/or related apparel items the firm specializes in.

42.0 PROPOSAL TECHNICAL REQUIREMENTS (Section 45.0 – EVALUATION CRITERIA C)

42.1 WCSD is soliciting for a creative, comprehensive purchase program to provide athletic uniforms and related apparel necessary for the WCSD's middle and high schools' athletic activities.

42.2 The following is a list of activities that may require districtwide athletic uniform apparel. WCSD reserves the right to add additional categories as needed.

Baseball	Basketball	Football	Golf
Lacrosse	Soccer	Softball	Ski
Swim	Tennis	Track & Field	Volleyball
Wrestling	Cross-Country	Cheer	

42.3 The following is a list of districtwide activities that may require athletic-related apparel. WCSD reserves the right to add additional categories as needed.

Team Spirit Packs	Practice Gear	School Logo Apparel
Student Store Offerings	Booster Club Offerings	

42.4 To provide the best utilization of the WCSD's financial resources, this program must account for:

42.4.1 Volume purchasing throughout the WCSD's individual middle and high schools' athletic and associated programs.

42.4.2 Define standard percentage discount off list price for athletic uniforms as well as the ability to maintain a firm discounting level for related apparel (including, but not limited

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to, spirit packs, practice and warm-up apparel and socks) used by the WCSD's athletic departments for the contract term.

42.5 To provide offerings for the wide range of students and activities:

42.5.1 This program will provide the option to purchase from a variety of manufacturers and delineate whether they are preferred manufacturers with greater benefits. Proposer must specify which manufacturers/brands will be offered.

42.5.2 This program will provide the life expectancy of manufacturer's specified products.

42.6 WCSD may request samples for review. Vendors should indicate the following:

42.6.1 How many samples would be free of charge?

42.6.2 The cost of samples if not free of charge?

42.6.3 The timeframe for review and return of samples at no charge?

42.7 To provide for the wide variety of procurement, this program will account for the following service aspects:

42.7.1 Dedicated representation

42.7.2 The ability to meet on-site with individual athletic stakeholders to determine the most appropriate offerings for the team or organization's unique requirements.

42.7.3 The ability for individual schools to purchase directly from the vendor's catalog based on their unique requirements.

42.7.4 An online product catalog including list prices should be available to all stakeholders.

42.7.5 The ability for other co-curricular programs, including but limited to, Student Stores and Parent Boosters, to purchase directly from the vendor's catalog at WCSD contracted prices.

42.7.6 The ability for individual families to purchase directly from the vendor's catalog at WCSD contracted prices.

42.7.7 The ability for organizations associated with a school to access a school specific vendor site to purchase items branded or directly related to that school.

42.7.8 The ability to limit items available for direct purchase (i.e. items that will be solely available from the student store).

42.7.9 The ability to process purchases in an efficient manner.

42.7.10 The program will address standard lead time and minimum order quantity requirements.

42.7.11 Purchase orders will be transmitted via email.

42.7.12 Shipments will be made directly to the ordering school, group, or individual.

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42.7.13 Vendor accepts payment in credit card format. Please note if there are additional fees associated for this payment type.

42.7.14 Shipments are to be made FOB destination prepaid.

42.7.15 Packing slips are to be included with all deliveries.

42.7.16 Partial deliveries will not be accepted without prior approval.

42.8 Awarded Vendor will provide reports monthly and as requested. Reports shall include:

42.8.1 Items purchased.

42.8.2 Cost savings from list price.

42.8.3 On-time delivery.

42.9 Understanding that there are many creative ways to provide a comprehensive purchase program, WCSD reserves the right to contract additional unique specifications which will become a component of the price/availability contract.

42.10 Individual schools may also have the ability to separately negotiate for ancillary, related support materials, and/or gratis materials.

43.0 TERM OF CONTRACT

43.1 WCSD intends to award this RFP to multiple Proposers for an initial term of two (2) years following the formal award by WCSD's Board of Trustees with three (3) optional 1-year renewal terms, providing the awarded contract of this RFP's terms, conditions, and discounts remain unchanged, unless otherwise agreed to via an Amendment to renew.

44.0 PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS

- Evaluation Criteria A through D listed in Section 45.0 must be addressed and included in submitted proposal.
- Clearly identify one individual who will serve as WCSD's main point-of-contact for this RFP process only and include a phone number and email address.
- Provide a complete TABLE OF CONTENTS in the proposal.
- Include a Statement/Letter of Interest as follows:
 - Submit on Proposer's letterhead with the full organization name.
 - Address; phone number; fax number; organization direct email address (if available); and website address.
 - Legal status (i.e., sole proprietor, partnership, corporation, etc.).

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- State whether the organization is national, regional, or local.
- State the location of the office from which the organization's work/service would be provided from. For organizations with multiple offices, briefly summarize for each office (identify *HOMEBASE*, if multi-office organization).
- Explain why the organization is interested in providing work/services to WCSD.
- Provide an overview of the organization and its work/service, describing its capabilities, experience, and knowledge. Overview should demonstrate a range of experience (project types, client mix) with other public sector clients including other school districts. Explain the organization's experience with school districts of similar size.
- Complete and submit all **REQUIRED FORMS** in the proposal under a separate tab or tab(s) within the proposal portfolios/binders.

REQUIRED FORMS 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(2) BASELINE DISCOUNT PRICE SCHEDULE (**REQUIRED FORM**)
- EXHIBIT D REFERENCES FORM (**REQUIRED FORM**)
- EXHIBIT E PERSONNEL SAFETY CHECK APPLICATION (**REQUIRED FORM**)

- Provide an organizational chart showing the structure of the team and the key personnel to be assigned to projects.
- Identify each principal of the organization and all key personnel with detailed resumes that clearly reflect the specific experience and/or professional educational background in the represented field(s) of expertise.
- Clearly identify proposed project staffing based on project size and complexity. Include resumes and a brief synopsis of the experience of said staffing.
- If the organization's assigned personnel changes for any contracted project, WCSD must review and approve the replacement personnel in advance. The replacement personnel shall have, at minimum, equivalent qualifications as the originally assigned personnel.
- Identify potential sub-consultants, if any, by name, and address and describe work that may be performed.
- If applicable, provide any information related to Loss of Contract and/or Inability to Fulfill Requirements (refer to Section 7.4)
- Section 45.0 – EVALUATION CRITERIA C requires Proposers to provide at least four (4) business-related references specific to the scope of work/services requested in this RFP. References, including but not limited to currently employed WCSD staff, officials, Evaluation Committee members, or Board of Trustees will NOT be accepted. References provided must be outside of WCSD. **Proposer is to**

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contact all references prior to submission of proposal to ensure that reference contact information is correct and that references agree to respond to WCSD.

➤ **EXHIBIT D – REFERENCES FORM (REQUIRED FORM)**

All business-related references are to be provided using EXHIBIT D and must include:

- ❖ Organization Name
 - ❖ Organization Address
 - ❖ Phone Number
 - ❖ Fax Number
 - ❖ Contact Person Name
 - ❖ Contact Person's Email
 - ❖ Organization's Website Address
 - ❖ Description of Proposer's Work/Services Provided to the Referring Organization
- Submit any proposed contract required by the Proposer. WCSD may elect to execute Proposer's contract provided WCSD's standard terms and conditions in this proposal are incorporated into the final contract. Unless otherwise identified as such, WCSD's contract language takes precedence in all cases.

45.0 EVALUATION CRITERIA

NOTE: Evaluation Criteria A through D for each group listed below must be addressed and included in submitted proposals. An Evaluation Committee will review the proposals and determine the best proposal in accordance with the scoring of the Evaluation Criteria. The final recommendation of award for this RFP will be subject to review and approval by WCSD's Board of Trustees.

45.1 **GROUP A CRITERIA**

- **CRITERIA A – BASELINE PERCENTAGE (%) DISCOUNT**

Proposers must use EXHIBIT C(2) to identify a baseline percentage discount off of list price for the sport activities listed in Sections 42.2 (Item #1A) and 42.3 (Item #2A). For Item #3A Proposers are to provide a baseline percentage discount on preferred manufacturers and all other manufacturers available for purchase. Proposer must clearly identify which brands it is offering.

All proposed discount percentages must include any other associated costs and fees.

Include all copies of EXHIBIT C(2) in one (1) separate, sealed envelope with the submitted proposal. Should Proposer fail to provide a completed EXHIBIT C(2) with proposal, the Proposer may deem as NON-RESPONSIVE/NON-RESPONSIBLE and the proposal may be rejected in its entirety.

- **CRITERIA B – PROPOSAL TECHNICAL REQUIREMENTS:**

Technical approach and Proposer's ability to meet the specifications set forth in the Proposal Technical Requirements (Section 42.0) in this RFP document. This includes the breadth and depth
(RFP)

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of products available to purchase including a list of brands available as well as a wide variety of options within brands and each sport. Proposers should detail any incentives and/or offers the Proposer would like evaluated.

- CRITERIA C – EXPERTISE AND EXPERIENCE:

Proposers need to demonstrate expertise in this particular field including Proposer's experience and success in conducting similar work with school districts of similar size including the qualifications of personnel to be assigned. References validating expertise and experience will also be heavily considered as well as qualifications of the person or people that will be assigned WCSD accounts. Also included is the adequacy of the vendor's resources including facilities, equipment, technology and other related factors.

- CRITERIA D – CUSTOMER SERVICE:

Customer service and dedicated representation will also be considered in this section. This includes the Proposer's ability to meet on-site with individual athletic stakeholders, meet the order processing requirements of each school, and provide purchase order and history detail whenever requested by a school or District administration.

45.2 **GROUP B CRITERIA**

- CRITERIA A – BASELINE PERCENTAGE (%) DISCOUNT

Proposers must use EXHIBIT C(2) to identify a baseline percentage discount off of list price for sport and related apparel areas you can provide (Item #1B and Item #2B). For Item #3B Proposers are to provide a baseline percentage discount on all other manufacturers available for purchase.

All proposed discount percentages must include any other associated costs and fees.

Include all copies of EXHIBIT C(2) in one (1) separate, sealed envelope with the submitted proposal. Should Proposer fail to provide a completed EXHIBIT C(2) with proposal, the Proposer may be deemed as NON-RESPONSIVE/NON-RESPONSIBLE and the proposal may be rejected in its entirety.

- CRITERIA B – PROPOSAL TECHNICAL REQUIREMENTS:

Technical approach and Proposer's ability to meet the specifications set forth in the Proposal Technical Requirements (Section 42.0) in this RFP document. This should include the range of products available to purchase including a list of brands available as well as a wide variety of options within brands. Proposers should detail any incentives and/or offers the Proposer would like evaluated. Proposer must clearly identify the specialty sport or sports (up to 3 sports) or related apparel that will be offered by Proposal. Proposer must demonstrate an expertise within its specialties. *Firms offering most or all sports should not submit under this section.*

- CRITERIA C – EXPERTISE AND EXPERIENCE:

Proposers need to demonstrate expertise in this particular field including Proposer's experience and success in conducting similar work with school districts of similar size including the qualifications of personnel to be assigned. References validating expertise and experience will also be heavily considered as well as qualifications of the person or people that will be assigned WCSD accounts. Also included is the adequacy of the vendor's resources including facilities, equipment, technology and other related factors.

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- CRITERIA D – CUSTOMER SERVICE:

Customer service and dedicated representation will also be considered in this section. This includes the Proposer's ability to meet on-site with individual athletic stakeholders, meet the order processing requirements of each school, and provide purchase order and history detail whenever requested by a school or District administration.

46.0 FORMAL INTERVIEWS & PRESENTATIONS

WCSD reserves the right to require formal interviews and presentations at our discretion. WCSD also reserves the right to recommend any Proposer for award from their evaluated and scored proposal without presentations and/or formal interviews if deemed to be in the best interest of WCSD.

47.0 RFP PROCESS AND SELECTION MILESTONES:

The following is the **TENTATIVE** schedule for this RFP's process and selection milestones. WCSD reserves the right to change the schedule at any time.

MILESTONE:	DATE & TIME
Solicitation Posted/Distributed	April 11, 2023
Questions Deadline	April 25, 2023 at 4:30 pm (local time)
Addendum for Questions & Answers Posted/Distributed	April 28, 2023
Sealed Proposals Due	May 17, 2023 at 2:00 pm (local time)
Formal Interviews & Presentations of Finalists	June 23, 2023 at 08:30 am (local time)
Letter of Intent Posted/Distributed	June 30, 2023
Award by Board of Trustees	July 25, 2023
Notice of Award Posted/Distributed	July 26, 2023

❖ **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 or not submitted at all (refer to Section 1.12), the submission will be rejected in its entirety.

❖ **EXHIBIT B PUBLIC DISCLOSURE FORM (REQUIRED FORM)**

❖ **EXHIBIT C(2) BASELINE DISCOUNT PRICE SCHEDULE (REQUIRED FORM)**

❖ **EXHIBIT D REFERENCES FORM (REQUIRED FORM)**

❖ **EXHIBIT E PERSONNEL SAFETY CHECK APPLICATION (REQUIRED FORM)**

END OF RFP