



REQUEST FOR QUALIFICATIONS (RFQS)

- SOLICITATION TITLE:** FY25 Addition to Pool – Request for Qualifications (RFQS) for Architectural Services Pool for the Washoe County School District
- SOLICITATION #:** RFQS #36-QS-09-22-DA-FY 25 Addition
- SCOPE OF WORK/SERVICES:** Washoe County School District (WCSD) is soliciting formal proposals from qualified firms to provide Architecture services for capital renewal maintenance, revitalizations, expansions, and new schools for all WCSD sites. WCSD intends to add to the existing pool of Architects from which WCSD can select firms where their specialty aligns with the specific approved project. Architects that are currently in the pool shall not re-submit.
- DUE DATE & TIME:** **August 19, 2024 at 2:00 pm (local time)**
- PUBLIC OPENING:** **August 19, 2024 at 2:30 pm (local time) via TEAMS Meeting (refer to Section 1.5.2)**
- 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 August 2, 2024** 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:** Dawn Allshouse, Buyer II
- PUBLISH DATE:** July 18, 2024
- SOLICITATION # OF PAGES:** 23
- SOLICITATION EXHIBITS:**
- EXHIBIT A – SIGNATURE PAGE **(REQUIRED FORM)**
 - EXHIBIT B – VENDOR/CONTRACTOR PUBLIC DISCLOSURE FORM **(REQUIRED FORM)**
 - EXHIBIT C – PERSONNEL SAFETY CHECK APPLICATION

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

NOTE: *Proposal submissions will NOT be accepted via email, fax, or verbally at any point of time in the RFQS process (e.g., withdrawal and/or resubmitting for updated pricing). Only sealed proposal submissions will be accepted. Any proposal submissions that are otherwise received will be rejected. WCSD only accepts signatures done manually (also known as a wet signature) or electronic digital signatures that are certified. Non-certified electronic digital signatures will NOT be accepted. A typed signature, even in a cursive font, does NOT meet the requirements of an official digital signature. A digital signature must be accompanied by a certified digital stamp issued through programs like Adobe Acrobat DC, Docu-Sign, or other similar programs that produce a digital stamp certifying the electronic digital signature. Any signatures on required forms that do not meet these requirements will not be accepted and the Proposer’s submission will be deemed "Non-Responsive" and will be rejected. If there are any questions about this requirement, please submit a question by the Questions/Inquires deadline, so that it can be answered prior to the submission deadline.*

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 – VENDOR/CONTRACTOR (EMPLOYEE) PUBLIC DISCLOSURE FORM (**REQUIRED FORM**)

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

1.0 SUBMISSION OF PROPOSAL

1.1 In response to this RFQS, 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 Six (6) 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 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.

1.3 Proposals submitted verbally, by telephone, email, and/or facsimile will NOT be accepted.

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- 1.4 Proposals and any signed/acknowledged Addenda/Amendment(s) shall be submitted in a sealed envelope or box and labeled using the following format:

Company Name: _____
Solicitation Title: FY25 Addition to Pool – Request for Qualifications (RFQS) for Architectural Services Pool for the Washoe County School District
Solicitation #: RFQS #36-QS-09-22-DA-FY 25 Addition
Due Date & Time: August 19, 2024 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

- 1.5 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 RFQS document.

1.5.1 **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.

1.5.2 Proposals will be opened publicly via a TEAMS meeting on August 19, 2024 at 2:30 pm (local time):

[Join the meeting now](#)

Meeting ID: 298 051 824 528

Passcode: uarRVy

- 1.6 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.

- 1.7 Proposal information should be prepared to provide a straightforward, concise delineation of capacities to satisfy the requirements of the RFQS and submitted with all **REQUIRED FORMS** identified in this RFQS document.

1.7.1 Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should be placed on conformance to RFQS instructions, responsiveness to RFQS requirements, completeness, and clarity of content.

- 1.8 Any irregularities and/or lack of clarity in this RFQS 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 RFQS document.

- 1.9 When surety is required (refer to Page 1 for requirement), said surety must be submitted with the proposal.

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

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1.9.2 The 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: RFQS # _____
The Brown Center – Purchasing Department
14101 Old Virginia Road, Room 0
Reno, Nevada 89521-8912

1.9.3 After formal award of this RFQS has been made public, any submitted surety of the unsuccessful Proposer shall be returned.

1.9.4 The surety amount will be forfeited to WCSD, should the Proposer, to whom the RFQS contract is awarded, fail to enter into the contract in accordance with this RFQS.

1.10 Addenda/Amendment(s) issued may become an integral part of this RFQS and are posted and available at:

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

1.10.1 It is strongly suggested that the 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.

1.10.2 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.

1.11 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)**

1.11.1 Any proposal will be disqualified and rejected if **EXHIBIT A** is not signed and included in the proposal.

1.11.2 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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- 1.11.3 WCSD 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 RFQS.
 - C. Evidence submitted by Proposer leads WCSD to believe that Proposer will be unable to carry out the obligations of any resulting contract of this RFQS and complete the work/service described.
 - D. WCSD investigation determines that Proposer is not qualified to meet the obligations of the contract and complete the work described.
 - E. **EXHIBIT A** is not signed or is not properly signed and returned with the proposal submission.
- 1.12 Payments on resultant contracts under this RFQS will only be made after work/service is rendered and/or products procured and within thirty (30) days of receiving an accurate invoice for rendered work/service and/or products without defects.
- 1.13 Exceptions to any General and/or Special Terms, Conditions, and Specifications in this solicitation must be noted accordingly on **EXHIBIT A**.
- 1.13.1 If more space is required to note exceptions than what is provided on **EXHIBIT A**, Proposer must attach additional sheet(s) referencing the solicitation title and solicitation number and submit **ALL pages with EXHIBIT A** with their proposal.
- 1.13.2 If additional pages of documented "exceptions" are not included with the submitted proposal, those pages of documented "exceptions" **will not** be accepted after the DUE DATE & TIME of submission and will not be considered for proposal evaluation and award.
- 1.13.3 Failure to note exceptions shall be interpreted to convey that the Proposer agrees to perform in the manner described and/or specified.
- 1.13.4 WCSD reserves the right to accept or reject any exceptions if deemed to be in the best interest of WCSD.
- 1.13.5 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 WCSD's Solicitations website at <https://solicitations.washoeschools.net/Purchasing> by the QUESTION 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. WCSD assumes no responsibility for the Proposer's failure to deliver a proposal in accordance with this RFQS.
- 1.15 All proposals and accompanying documentation that are accepted by WCSD's Purchasing Department become the property of WCSD and will not be returned.

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1.16 Proposer shall provide with proposal, a completed and signed **EXHIBIT B** available for download at <https://solicitations.washoeschools.net/Purchasing>.

➤ **EXHIBIT B – VENDOR/CONTRACTOR (EMPLOYEE) PUBLIC DISCLOSURE FORM (REQUIRED FORM)**

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

1.17 **The Facilitator for this RFQS is identified on Page 1 of this document. Proposers may NOT contact anyone else regarding this RFQS. 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 RFQS.

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.

3.4 WCSD reserves the right to consider financial statements from privately held companies as confidential, but the separate, sealed envelope (refer to Section 1.1.4(C)) containing the financial statements must be marked *CONFIDENTIAL* for any consideration to be given.

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 RFQS.

4.2 If 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.

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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 RFQS, 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.

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 RFQS, and/or any resulting contract of this RFQS 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 an 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 RFQS, the awarded Proposer's response to this RFQS, and any contract submitted by the awarded Proposer, the language in this RFQS 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 is also an agreement that WCSD will be notified of any change in this status.

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7.2 If WCSD was required by NRS 332.039 to advertise for this RFQS, 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 RFQS, 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).

7.3 Loss of Contract and/or Inability to Fulfill Requirements

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 RFQS 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 RFQS, 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 a resultant contract of this RFQS.

8.3 If WCSD is unable to appropriate the necessary funds to pay for the work/service of a resultant contract of this RFQS, 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 RFQS.

8.4 Should WCSD appropriate the funds at a later time, WCSD reserves the right to issue a new resultant contract of this RFQS 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 resultant contract price.

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- E. Commence 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

- 10.1 Any resulting contract from this RFQS 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

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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 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 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 coverage 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.

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- 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 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 RFQS, 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 RFQS, 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 RFQS, 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).

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18.0 PROFESSIONAL LIABILITY INSURANCE

18.1 During the initial term of a resulting contract of this RFQS 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.

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 RFQS 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 RFQS.

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 RFQS.

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 RFQS, including identified deliverables in awarded Proposer's initial RFQS response and subsequent written additions to the resulting contract of this RFQS authorized/approved by WCSD.

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- 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 RFQS.
- 21.4 Proposer covenants to its knowledge and ability that no person having any such interest shall be employed in performance of said work/service.

22.0 WARRANTY OF WORK/SERVICE

- 22.1 Proposer warrants that any work/service rendered under any resulting contract of this RFQS 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 RFQS 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.
- 22.3 Awarded Proposer shall be liable for all costs/expenses incurred in the performance of corrective work/service of a resultant contract under this RFQS, 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 RFQS 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 RFQS, 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 RFQS 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 RFQS, 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 the awarded/contracted organization that is unable to complete and perform the work/service due to FORCE MAJEURE.

SOLICITATION TITLE: FY25 Addition to Pool – Request for Qualifications (RFQS) for Architectural Services Pool for the Washoe County School District

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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 RFQS.

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 RFQS, 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.

26.2 Proposer agrees to indemnify and hold WCSD harmless from any claim involving patent infringement and/or copyrights on goods supplied.

26.3 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 RFQS, 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.

26.4 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 RFQS 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 RFQS, 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.

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30.0 RECORDS

- 30.1 Records shall be maintained as required by the 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 RFQS.

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 a resultant contract under this RFQS, 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.

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.
- 32.2 References, including but not limited to currently employed WCSD staff, officials, Evaluation Committee members, or Board of Trustees will NOT be accepted.

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 RFQS 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 RFQS AND CONTRACT AWARD GUIDELINES

- 34.1 WCSD reserves the right to waive any minor informalities or irregularities in proposals and/or any resulting contract of this RFQS in its best interest.
- 34.2 WCSD reserves the right to award a resulting contract of this RFQS 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.

SOLICITATION TITLE: FY25 Addition to Pool – Request for Qualifications (RFQS) for Architectural Services Pool for the Washoe County School District

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- 34.3 Contractual commitments are contingent upon the availability of funds as evidenced by the issuance of a purchase order.
- 34.4 Any additional contract documents conjoined as part of this RFQS 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.
- 34.5 Once awarded, this RFQS and any resulting contract of this RFQS 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.
- 34.6 Unless specifically stated herein, if there exists any conflict and/or inconsistency between terms set forth in this RFQS document, the awarded Proposer’s proposal, and any additional contract submitted by the awarded Proposer, the language in this RFQS document shall take precedence unless otherwise approved by WCSD.
- 34.7 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)
- 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) by sending an email request to 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 from the date the LETTER OF INTENT (Recommendation of Award) is issued. 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.
- 36.4 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.

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- 36.6 WCSD will postpone any award action until after WCSD’s Board of Trustees renders a final decision. 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 SURETY
- 37.1 When a *surety* is required (refer to Page 1 for requirement), the surety must be submitted with the proposal. The surety shall be issued by a creditable surety company authorized to do business in the State of Nevada.
 - 37.2 The 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: RFQS # _____
The Brown Center – Purchasing Department
14101 Old Virginia Road, Room 0
Reno, Nevada 89521-8912
 - 37.3 After formal award of this RFQS has been made public, any submitted surety of the unsuccessful Proposer(s) shall be returned.
 - 37.4 Depending on the proposal requirements, the amount of surety shall not be less than five percent (5%) of the total proposal submitted.
 - 37.5 Said amount to be forfeited to WCSD should Proposer, to whom the contract is awarded, fails to enter into the contract in accordance with this solicitation.
- 38.0 PERFORMANCE BOND
- 38.1 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 resultant contract under this RFQS.
 - 38.2 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.
 - 38.3 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 this RFQS and resultant contract under this RFQS.
 - 38.4 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 contract for the renewal term.

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39.0 PENALTIES

39.1 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.

40.0 SEVERABILITY

40.1 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 RFQS 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.

41.0 USAGE REPORT – Not Applicable

41.1 When requested by WCSD, the awarded Proposer(s) will be responsible for compiling usage reports for any time period covered under this contract including, but not limited to product/service name, description, quantities ordered, invoice number, and invoiced pricing.

41.2 Usage reports are to be received within seventy-two (72) hours of request and sent via email to purchasing@washoeschools.net noting in the email "Subject" line the following:

➤ **USAGE REPORT FOR RFQS # _____**

END OF GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

SOLICITATION TITLE: FY25 Addition to Pool – Request for Qualifications (RFQS) for Architectural Services Pool for the Washoe County School District

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SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

42.0 SCOPE OF WORK/SERVICES

- 42.1 Washoe County School District (WCSD) is soliciting formal proposals from qualified firms to provide Architecture services for capital renewal maintenance, revitalizations, expansions, and new schools for all WCSD sites. WCSD intends to add to the existing pool of Architects from which WCSD can select firms where their specialty aligns with the specific approved project. Architects that are currently in the pool shall not re-submit.
- 42.2 The award of a firm on the pre-qualified list (pool) is not a promise or guarantee of work by WCSD. It only deems a firm qualified to work for WCSD. WCSD reserves the right to contract with awarded firms for various projects in the manner that is deemed to be in the best interest of WCSD.
- 42.3 The scope of work for each project shall be determined during negotiation of the contract but typically will include, but not be limited to, services such as; feasibility studies, conceptual design, master plan development, education specifications, schematic design, design development, construction documents, specifications, bid documents, bidding assistance, cost estimating, scheduling, and construction administration services. Project delivery is typically design/bid/build but, depending on project complexity or other factors, owner may choose a Construction Manager at Risk delivery method.
- 42.4 WCSD may enter into an agreement with any awarded/qualified firm (Architect of Record) using WCSD’s standard agreements or an agreement/contract may be in the form of a WCSD Purchase Order. At the time, an awarded/qualified firm from the “pool” is selected to provide specific project services as they relate to this RFQS, there will be an open period for review and negotiation for any WCSD issued agreement.

43.0 PROPOSAL TECHNICAL REQUIREMENTS

- A. Proposers shall have and provide a copy of their license to Practice Architecture in the State of Nevada.
- B. Proposers shall have the ability to provide services as requested above in Section 42.0 and have the appropriate resources (staffing, materials, finances) based on size and complexity to complete negotiated projects.

44.0 TERM OF CONTRACT

- 44.1 WCSD intends to award this RFQS to multiple Proposer[s] for an undefined period of time following the formal award by WCSD’s Board of Trustees.

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45.0 RFQS PROCESS AND SELECTION MILESTONES:

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

MILESTONE	DATE / TIME
Solicitation Posted/Distributed	July 18, 2024
Questions Deadline	August 2, 2024 at 4:30 pm (local time)
Addendum for Questions & Answers Posted/Distributed	August 8, 2024
Sealed Proposals Due	August 19, 2024 at 2:00 pm (local time)
Letter of Intent Posted/Distributed	October 9, 2024
Award by Board of Trustees	October 22, 2024
Notice of Award Posted/Distributed	October 23, 2024

46.0 CHECKLIST FOR PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS

- Evaluation Criteria #1 through #4 (per Section 47.0) must be addressed and included in submitted proposal.
- Clearly identify one individual who will serve as WCSD’s main point-of-contact for this RFQS 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.).
 - 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.

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- 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 – VENDOR/CONTRACTOR PUBLIC DISCLOSURE FORM (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.
- If applicable, provide any information related to Loss of Contract and/or Inability to Fulfill Requirements (refer to Section 7.4).
- Provide at least four (4) business-related references specific to the scope of work/services requested in this RFQS. References, including but not limited to currently employed WCSD staff, officials, Evaluation Committee members, or Board of Trustees will NOT be accepted.

References must include:

- Organization’s Name
- Organization’s Address
- Organization’s Phone Number
- Contact Person’s Name
- Contact Person’s Email
- Contact Person’s Phone Number
- Organization’s Website Address
- Description of Proposer’s Work/Services Provided to the Referring Organization

47.0 EVALUATION CRITERIA

- EVALUATION CRITERION #1 – QUALIFICATIONS STANDARD & UNIQUE**

Describe Architectural standards the firm possesses along with unique qualifications that it may possess:

- A. Please provide copies of all applicable licenses and certifications.
- B. Please discuss what services your firm provides.
- C. What unique services does your firm offer?
- D. What is the firm’s philosophy?
- E. What kind of sustainable design concepts are utilized?

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- F. What tools or software does your firm utilize to understand design concepts, streamline processes and be efficient with time?
- G. Discuss your experience and pros and cons of Construction Manager at Risk Delivery vs design, bid, build.
- H. Discuss your experience and qualifications with construction administration.

EVALUATION CRITERION #2 - TECHNICAL APPROACH & METHODOLOGY

Briefly describe firm’s approach to managing and executing specific tasks expertly and efficiently for the following:

- A. How do you determine the time required for a project?
- B. How do you manage your team’s time to maintain efficiency?
- C. How do you manage changes and approvals in scope?
- D. How do you propose to manage relationships and interact with WCSD staff?
- E. What tools do you use for cost estimating?

EVALUATION CRITERION #3 – DEPTH OF EXPERIENCE

Proposers must provide at minimum, four (4) examples of completed comparable projects with similar-sized clients with an emphasis on K-12 school districts within the last five (5) years. Provide the following information for each project:

- A. The projects should include one (1) new construction, one (1) existing (remodel/expansion) project and one (1) CMAR project if you have experience with that delivery type.
- B. Please include the following information for each project:
 - o Project name and address with owner contact information
 - o General project description and services your firm provided
 - o Key staff that managed the project
 - o Cost, size and schedule (completion date) of the project
 - o Cost and justification of change orders
 - o Discuss major challenges or constraints and how they were addressed
 - o If meaningful to explain your project, provide photos, plans, etc. as examples.

EVALUATION CRITERION #4 - REFERENCES

Provide at least four (4) project related references specific to the scope of work/services within the past five (5) to seven (7) years. Include a brief description of each project, along with the following items:

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NOTE: Evaluation Criteria #1 through #4 listed above must be addressed and included in submitted proposals. An Evaluation Committee will review the proposals and determine the best proposals in accordance with the scoring of the Evaluation Criteria. The final recommendation of award for this RFQS will be subject to review and approval by WCSD’s Board of Trustees.

48.0 FORMAL INTERVIEWS & PRESENTATIONS

Although WCSD is not anticipating to formally interview Proposers for this RFQS, WCSD reserves the right to request formal interviews and presentations to provide an opportunity for Proposer(s) who are identified as a “Finalist” to present to the Evaluation Committee should it be deemed in the best interest of WCSD. The number of Proposers asked to participate will be determined by the WCSD’s RFQS Evaluation Committee and may be changed at the sole discretion of the WCSD. Formal interviews and presentations will take place at the Purchasing Department’s local site of choice and will be communicated to the selected Proposers. Proposer(s) chosen to participate in the interview and presentation process will be notified of the actual date, time, and location with no less than ten (10) business days’ notice.

49.0 PROJECT BUDGETS & TIMELINES

- 49.1 Project budgets will vary depending upon project type and scope and are typically approved by the Board of Trustees before an Architect is selected. The budget includes all costs associated with the project including design, construction, fees, permits, materials testing, equipment, etc. However, the Architect may be asked to provide construction cost estimates at specific intervals during design. WCSD reserves the right to reduce or augment this budget as needed.
- 49.2 Project Schedules will be jointly developed, but once agreed to, the Architect will have construction documents completed and ready for submission to the Authority having jurisdiction as negotiated in the contract.

50.0 TRANSFER OF CONTRACT OBLIGATIONS

In the event an awarded firm may be acquired by another entity, please refer to Section 23.0 to ensure that WCSD receives prior notice and request for assignment.

END OF SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

❖ **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 1.12), the submission will be rejected in its entirety.

❖ **EXHIBIT B – VENDOR/CONTRACTOR PUBLIC DISCLOSURE FORM (REQUIRED FORM)**

SOLICITATION TITLE: FY25 Addition to Pool – Request for Qualifications (RFQS) for Architectural Services Pool for the Washoe County School District

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



EXCEPTIONS TO TERMS, CONDITIONS, AND SPECIFICATIONS

Exceptions to any of the Terms, Conditions, and Specifications of this solicitation must be noted in the space provided or if more space is required, then attach additional sheet(s) referencing the Solicitation Title and Solicitation Number. All exceptions must be provided with solicitation submission. Any exception(s) document submitted after the solicitation opens will not be considered by WCSD. Failure to note or submit said exceptions shall be interpreted to convey that the Submitter is proposing to perform in the manner described and specified.

AUTHORIZED REPRESENTATIVE SIGNATURE

In compliance with this solicitation and subject to all terms, conditions, and specifications thereof, the undersigned Authorized Agent offers and agrees that if this solicitation is awarded, the company named below will furnish any or all the items herein at the awarded prices, terms, and delivery stated. For any solicitation governed by NRS 332.065, by way of a submitted SIGNATURE PAGE, the Supplier provides written certification that the submitting company 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 AND is not currently engaged in, and during the term, shall not engage in, a Boycott of Israel (effective July 1, 2018).

NOTE: This is a REQUIRED FORM that must be signed below and returned with submission for the submission to be considered valid. Failure to sign below and submit accordingly will result in an automatic rejection of the submission. Certified electronic digital signatures are acceptable. Non-certified electronic digital signatures will NOT be accepted.

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Company E-Mail Address: _____

Delivery will be completed within: _____ days ARO Payment Terms: NET _____ Days

Authorized Representative (Print Name) Title

Authorized Representative Direct Email

AUTHORIZED REPRESENTATIVE SIGNATURE

WASHOE COUNTY SCHOOL DISTRICT PUBLIC DISCLOSURE FORM

VENDOR/CONTRACTOR

THIS IS A REQUIRED FORM TO BE COMPLETED, SIGNED, AND SUBMITTED BY THE VENDOR/CONTRACTOR

VENDOR/CONTRACTOR (EMPLOYEE) FIRST/LAST NAME: _____

VENDOR/CONTRACTOR NAME: _____

I understand that per NRS 281A.020, a public office is a public trust and shall be held for the sole benefit of the people, and a public officer or employee must commit themselves to avoid conflicts between the private interests of the public officer or employee and those of the general public whom the public officer or employee serves.

Furthermore, I understand that pursuant to Washoe County School District (WCSD) Board of Trustees Policy 4505 and per NRS 281A.400, WCSD employees (as public officers) shall not seek and/or accept any gift, work/service, favor, employment, engagement, emolument, and/or economic opportunity, including, but not limited to, unlawful compensation, salary, retainer, augmentation, expense allowance, commission, personal profit, pecuniary interest in the course of performing WCSD duties. In addition, WCSD employees (as public officers) shall not use their positions to secure and/or grant unwarranted privileges, preferences, exemptions, and/or advantages for the public officer or employee with any business entity.

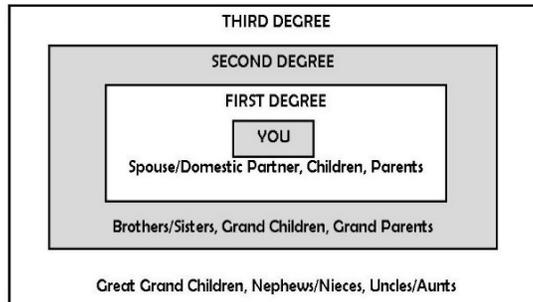
By signing this form, I certify and acknowledge that I am a duly authorized agent of the VENDOR/CONTRACTOR named above and that failure to disclose all facts relative to a conflict and/or potential conflict of interest (ethical standards) with regard to the specific solicitation, project, and/or contract to which the VENDOR/CONTRACTOR named above is submitting to WCSD may result in a rejection of said solicitation, project, and/or submission and/or termination of any resulting contract should the above-named VENDOR/CONTRACTOR be selected and/or awarded. Furthermore, I also certify that I have completed the following and have provided true and accurate information to the best of my knowledge:

A. I certify that, to the best of my knowledge, **NO** current or former WCSD employees, officers, or trustees have a private pecuniary interest in the VENDOR/CONTRACTOR. **AGREE** **DISAGREE**

If you DISAGREE and cannot certify, then please explain:

B. To the third degree of consanguinity (refer to the chart below), I certify that all of my and the principal(s) and key personnel of my organization's personal relationships, partnerships, correlations, and relatives (by blood and/or marriage) between WCSD, Officers of WCSD, key employees of WCSD, current and former WCSD Board of Trustees members and any other current and former WCSD personnel. **AGREE** **DISAGREE**

If you DISAGREE and cannot certify, then please explain:



SIGNATURE: _____

DATE: _____

WASHOE COUNTY SCHOOL DISTRICT PERSONNEL SAFETY CHECK APPLICATION PROCESS

*The following items summarize
Section 01020 – Washoe County School District
Personnel Safety Check Application*

- All Personnel Safety Check Applications will be good for 12 months from date of approval.
- The following forms are required with your submittal:
 - **Attachment A** – Certification of Applicant & Company Regarding Personnel Safety Check Application (English or Spanish version)
 - **Attachment B** – Washoe County School District Personnel Safety Check Application (English or Spanish version)
 - **Photocopy of Government Issued Picture Identification Card** (ie: Driver's License, State Issued ID Card, etc) for each Employee/Applicant
- All submitted forms/photocopies must be submitted in pdf format via Email to cpbackground@washoeschools.net. The subject line must read "Background Information – Company Name". No hard copies will be accepted via hand delivery or mail.
- Until approval applicants will not be able to work on any WCSD property.

SECTION 01020 – WASHOE COUNTY SCHOOL DISTRICT
PERSONNEL SAFETY CHECK APPLICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the work for all entities/individuals including, but not limited to, the following:
1. General Contractor
 2. Subcontractor
 3. Subcontractor of Subcontractor
 4. Quality Control Personnel
 5. Special Inspection Personnel
 6. Security Personnel
 7. Consultant Personnel
- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals.

1.3 SUBMITTAL PROCEDURES

A. Required Submittals

1. Each company, engaged on a project, shall report to the Washoe County School District all required information for every employee who will be on a Washoe County School District site. This include all personnel whom he/she engages for work on the project site as defined in 1.2 (A). This information must be submitted within 21 calendar days prior to commencement of the project.

Such submittals required include Pages 01020-3 thru 01020-8 as noted below:

- a. **Attachment A** - Certification of Applicant & Company Regarding Personnel Safety Check Application (English or Spanish version)
 - b. **Attachment B** - Washoe County School District Personnel Safety Check Application (English or Spanish version)
 - c. **Photocopy of Government Issued Picture Identification Card** (ie: Drivers License, etc) for Each Employee/Applicant
2. All required forms and copies of Government Issued Picture Identification Cards for each employee/applicant must be submitted in pdf format via Email to cpbackground@washoeschools.net. The subject line must read "Background Information – Company Name". The Email will be opened and reviewed by Washoe County School District authorized personnel only. **Hand delivered or mailed applications will not be accepted.**

1.4 PERSONNEL SAFETY CHECK APPLICATION REPORTING FORMAT

- A. Complete the Personal Safety Check Application in the section recording the following information in the designated fields of the form.

1. Date
2. Ethnic Code Identification
3. Name – Full Legal Name

4. Alias/Maiden Names
 5. Gender
 6. Date of Birth
 7. Height
 8. Weight
 9. Eye Color
 10. Hair
 11. Government Issued Identification Card
 12. Last Four Digits of Social Security Number
 13. Scars/Tatoos
 14. State/Country of Birth
 15. Country of Citizenship
 16. Home Address
 17. Employer
 18. Occupation
 19. Work Address
 20. Phone
 - a. Home
 - b. Cell
 - c. Work
 21. Disclosure if you have ever been arrested, convicted, pled guilty, or pled nolo contendere no matter how much time has passed to:
 - a. A criminal offense, other than a minor traffic violation, this includes but is not limited to a felony, gross misdemeanor, DUI, etc.
 - b. A drug or sexually related offense or act of violence
 - c. Been reported for child abuse/sexual activities w/ a minor
 1. Include type(s) of offense(s), location(s), and date(s).
- B. Automatic Disqualification
1. Any applicant with any active Wants/Warrants, or is a Registered Sex Offender, on a Terrorist list or on Parole and Probation will be disqualified.

1.5 OWNER'S ACTION AND DISCLOSURES

- A. The owner will review each individual application, indicate action taken, and either acceptance or denial of application.
- B. No extension of contract time, overhead, or profit will be authorized because of failure to transmit applications and certifications to the owner sufficiently in advance of project work that requires personnel access and presence on Washoe County School District site(s).

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

ATTACHMENT A (ENGLISH)

CERTIFICATION BY APPLICANT REGARDING PERSONNEL SAFETY CHECK APPLICATION
This form should be accompanied with a copy of your Identification Card (ie: Drivers License, etc)

The undersigned applicant certifies that:

I certify the information provided on this application is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be an automatic disqualification. I hereby release, discharge, exonerate and hold harmless the Washoe County School District, its agents and representatives and persons furnishing information from any and all liability arising out of the disseminating and inspection of my records.

Company Name (Employer)

Employee Name (Print Full Legal Name)

Employee (Applicant) Signature

Date



CERTIFICATION OF COMPANY REGARDING PERSONNEL SAFETY CHECK APPLICATION

The undersigned authorized representative of the company listed below, certifies to the best of his/her knowledge and belief, that this Personnel Safety Check Application is a true and accurate statement.

Company Name

Name and Title of Authorized Representative

Signature of Authorized Representative

Date



ATTACHMENT B (ENGLISH) PERSONNEL SAFETY CHECK APPLICATION

(CONFIDENTIAL – Please Print)

I hereby release, discharge, exonerate and hold harmless the Washoe County School District, its agents and representatives and persons furnishing information from any and all liability arising out of the disseminating and inspection of my records.

Date: _____

Ethnic Code Identification: (Check the code that best represents your ethnic identity)

Alaskan/Indian _____ Asian/Pacific _____ African American _____ Hispanic _____ Caucasian _____

Name: _____
(Last) (First) (Middle)

Alias/Maiden Names: _____ **Gender:** F / M **Date of Birth:** _____

Height: _____ **Weight:** _____ **Eye Color:** _____ **Hair:** _____

Government Issued ID#: _____
(State) (ID Number)

Last four digits of your Social Security Number: _____
(Per NRS 603A.040)

Scars/Tattoo's: _____

State/Country of Birth: _____ **Country of Citizenship:** _____
(State) (Country)

Home Address: _____
(Street) (City & State) (Zip Code)

Employer: _____ **Occupation:** _____

Work Address: _____
(Street) (City & State) (Zip Code)

Phone: _____
(Home) (Cell) (Work)

It is a requirement that you must disclose if you have ever been arrested, convicted, pled guilty, or pled nolo contendere no matter how much time has passed to:

A criminal offense, other than a minor traffic violation, this includes, but is not limited to a felony, gross misdemeanor, DUI, etc..... _____ Yes ___ No

A drug or a sexually related offense or act of violence? Yes ___ No

Been reported for child abuse/sexual activities with a minor? Yes ___ No

ATTACHMENT B (ENGLISH) - CONTINUED

If "Yes," please explain the type(s) of Offense(s), Location(s) and Date(s) in the space below. Attach a sheet if necessary.

Note: Any applicant with any active Wants/Warrants, or is a Registered Sex Offender, on a Terrorist list or on Parole and Probation WILL BE DISQUALIFIED

I certify that I have not been arrested or convicted of any disqualifying offenses. The information provided on this application is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be an automatic disqualification.

Applicant Signature: _____ **Date:** _____

During the course of this safety check if any discrepancies are established or there is any conflicting information the applicant must be fingerprinted **at the cost of the applicant**. The required fee is \$55.

The WCSD reserves the right to require fingerprinting on any outside employee.

Fingerprinting Authorization Signature
(when required)

To Be Completed by WCSD Personnel

Date/Time: _____ **Picture ID Check:** _____ (Copy of government issued ID must be attached)

___ WANTS
___ DMV
___ NCJIS
___ TIB
___ MNS-ARMS
___ Sex Offender Check
___ TPO

Denied
 Approved

By: _____

Notes: _____

ATTACHMENT A (SPANISH)

CERTIFICACIÓN DEL SOLICITANTE CON RESPECTO AL PERSONAL DE SEGURIDAD CH ECK APLICACIÓN

Este formulario debe ir acompañado de una copia de su tarjeta de identificación (por ejemplo: licencia de conducir, etc.)

Certifico que la información proporcionada en esta solicitud es verdadera, completa y correcta según mi leal saber y entender, y se proporciona de buena fe. Entiendo que una declaración falsa intencional y deliberada en esta solicitud puede ser una descalificación automática. Yo por la presente libero, exonero y mantengo indemne al Distrito Escolar del Condado de Washoe, sus agentes y representantes y personas que dan información de cualquier y toda responsabilidad que surja de la diseminación y la inspección mis expedientes.

Nombre de la empresa (empleador)

Nombre del empleado (Imprimir Nombre legal)

Firma Empleado (Solicitante)

Fecha

CERTIFICACIÓN DE LA EMPRESA EN REFERENCIA A LA SOLICITUD DE VERIFICACIÓN DE SEGURIDAD

El representante firmante autorizado de la compañía se enumeran a continuación, certifica en lo mejor de su leal conocimiento y creencia: que esta solicitud de seguridad personal es una declaración verdadera y exacta.

Nombre de la Empresa

Nombre y título del Representante Autorizado

Firma del Representante autorizado
Signature of Authorized Representative

Fecha



ATTACHMENT B (SPANISH)
SOLICITUD PARA COMPROBAR LA SEGURIDAD PERSONAL
 (CONFIDENCIAL – Por favor imprima)

Por la presente libero, exonero y eximo al Distrito Escolar del Condado de Washoe, sus agentes y representantes y personas que dan información de cualquiera y toda responsabilidad que surja de la diseminación y la inspección de mis expedientes.

Fecha: _____

Código de identificación de su etnicidad: (Marque el código que mejor represente su etnicidad)

De Alaska/Indio _____ Asiático/del Pacífico _____ Afro-americano _____ Hispano _____ Caucásico _____

Nombre: _____
 (Apellido) (Nombre) (del Medio)

Alias/APELLIDO de soltera: _____ **Género:** F / M **Fecha de Nacimiento:** _____

Altura: _____ **Peso:** _____ **Color de ojos:** _____ **Pelo:** _____ **DL/ID#:** _____
 (Estado) (Número)

Los últimos cuatro números del Seguro Social: _____
 (Per NRS 603A.040)

Cicatrices/Tatuajes: _____

Estado/País de nacimiento: _____ **Ciudadano de qué país:** _____
 (Estado) (País)

Dirección: _____
 (Calle) (Ciudad & Estado) (Código Postal)

Empleador: _____ **Ocupación:** _____

Dirección del trabajo: _____
 (Calle) (Ciudad & Estado) (Código postal)

Teléfono: _____
 (Casa) (Cell) (Trabajo)

Es un requisito que debe revelar si alguna vez ha sido arrestado, condenado, se declaró culpable, o se declaró no lo contenderé no importa cuánto tiempo haya pasado.

Un delito que no sea una violación menor de tráfico, lo que incluye, pero no es limitado a un delito grave, delito menor, DUI, etc., etc. Sí No

Un delito relacionado a drogas, sexual o un acto de violencia? Sí No

Ha sido reportado/a por abuso de niños / actividades sexuales con un menor de edad? .. Sí No

ATTACHMENT B (SPANISH) - CONTINUED

Si respondió "Si", explique el tipo (s) de la Ofensa (s), ubicación (s) y fecha (s) en el espacio de abajo.
Adjunte una hoja si es necesario

Nota: Cualquier solicitante con cualquier *Wants / Warrants* activo, o es un delincuente sexual registrado, en una lista de terroristas o en Libertad Condicional SERÁ DESCALIFICADO(A)

Certifico que no he sido arrestado o condenado por cualquier delito que descalifican. La información proporcionada en esta solicitud es verdadera, completa y correcta según mi mejor conocimiento y creencia y es proporcionada de buena fe. Entiendo que una declaración falsa intencional y deliberada en esta solicitud puede ser una descalificación automática.

Firma del solicitante: _____ **Fecha:** _____

.....

Durante el transcurso de esta revisión de seguridad si se establecen las discrepancias o hay alguna información contradictoria, el solicitante deberá tomar las huellas digitales **a costa del solicitante**. El pago requerido es de \$ 55

El WCSD se reserva el derecho de exigir las huellas digitales a cualquier empleado de afuera.

Firma de Autorización de Huellas Digitales
(Cuando sea requerida)

To Be Completed by WCSD Personnel (A ser completado por el personal)

Date/Time: _____ **Picture ID Check:** _____ (Copy of government ID must be attached)

___ WANTS

___ Valid ID

___ NCJIS

___ TPO

___ Sex Offender Check

___ MNS-ARMS

___ Tiburon

Denied

Approved

By: _____

Notas: _____
