



REQUEST FOR PROPOSAL (RFP)

SOLICITATION TITLE: Kitchen Overwrap Machines

SOLICITATION #: 32-P-09-25-LR

NON-MANDATORY PRE-PROPOSAL MEETING: October 21, 2024 at 1:00 p.m. (local time) via TEAMS (refer to Section 42.0)

SCOPE OF WORK/SERVICES: WCSD is soliciting formal proposals to provide and install two (2) Horizontal Kitchen Overwrap Machines and to remove and dispose of the existing equipment. The machines shall place trays onto a conveyor line where either liquid food is deposited by machine or solid food products will be dispensed by hand.

DUE DATE & TIME: November 12, 2024 at 2:00 pm (local time)

PUBLIC OPENING: November 12, 2024 at 2:30 pm (local time) via TEAMS Meeting (refer to Section 1.6.2)

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 October 28, 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: Lorie Ramirez, Buyer II

PUBLISH DATE: October 8, 2024

SOLICITATION # OF PAGES: 29

SOLICITATION EXHIBITS:

- EXHIBIT A – SIGNATURE PAGE (**REQUIRED FORM**)
- EXHIBIT B – VENDOR/CONTRACTOR PUBLIC DISCLOSURE FORM (**REQUIRED FORM**)
- EXHIBIT C – PRICE SCHEDULE/SPECIFICATION FORM (**REQUIRED FORM**)
- EXHIBIT D – TRAY DIMENSIONS

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

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 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.

1.1.4 **FINANCIAL STABILITY (REQUIRED FOR PROPOSAL ACCEPTANCE CONSIDERATION)**

A. Submit only one (1) copy of (A) Balance Sheets and (B) Income Statements for the

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last three (3) consecutive years of business operation.

- B. If the requested documents (A and B above, at minimum) are not provided with the proposal, then WCSD reserves the right to reject the proposal as "non-responsive."
 - C. The financial documents are to be provided in one (1) separate, sealed envelope so that they can be easily forwarded to WCSD's Office of Business and Financial Service for review (Section 48.0 – EVALUATION CRITERIA #1).
 - Do NOT include any financial stability documentation in the proposal portfolios or binders.
 - D. Should a privately held company deem certain financial information to be *CONFIDENTIAL*, it must identify what information is to be considered confidential as deemed so by law.
- 1.2 Provide Six (6) copies of **EXHIBIT C** (Section 48.0 – EVALUATION CRITERIA #2). Copies must be submitted in one (1) separate, sealed envelope and identified as EXHIBIT C – PRICE SCHEDULE FORM.
- **EXHIBIT C – PRICE SCHEDULE FORM (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, 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.
- 1.4 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:

Company Name: _____
Solicitation Title: Kitchen Overwrap Machines
Solicitation #: 32-P-09-25-LR
Due Date & Time: November 8, 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

- 1.6 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.

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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 Proposals will be opened publicly via a TEAMS meeting on November 8, 2024 at 2:30 pm (local time):

[Join the meeting now](#)

Meeting ID: 222 698 993 858

Passcode: 97juBs

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

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

1.10.2 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: RFP # _____
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 Depending on this RFP's requirements, the amount of surety shall not be less than five percent (5%) of the total cost submitted on **EXHIBIT C**.

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

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- 1.11 Addenda/Amendment(s) issued may become an integral part of this RFP and are posted and available at:
- WUSD 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 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.
- 1.11.2 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 WUSD 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.
- 1.12.3 WUSD 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 WUSD 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. WUSD 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.

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F. **EXHIBIT A** is not signed or is not properly signed and returned with the proposal submission.

- 1.13 WUSD's payment terms are NET 30 after receipt of receiving an accurate invoice for rendered work/service and/or products without defects. WUSD reserves the right to not pre-pay for work/service and/or products.
- 1.14 Exceptions to any General and/or Special Terms, Conditions, and Specifications in this solicitation must be noted accordingly on **EXHIBIT A**.
- 1.14.1 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.
- 1.14.2 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.
- 1.14.3 Failure to note exceptions shall be interpreted to convey that the Proposer agrees to perform in the manner described and/or specified.
- 1.14.4 WUSD reserves the right to accept or reject any exceptions if deemed to be in the best interest of WUSD.
- 1.14.5 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 WUSD'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).
- 1.15 Proposer assumes all risks involved with the method of proposal delivery the Proposer chooses. WUSD assumes no responsibility for the Proposer's failure to deliver a proposal in accordance with this RFP.
- 1.16 All proposals and accompanying documentation that are accepted by WUSD's Purchasing Department become the property of WUSD and will not be returned.
- 1.17 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)**
- 1.17.1 Failure to submit a completed and signed **EXHIBIT B** with the proposal may be grounds for disqualifying the proposal from evaluation and award consideration.
- 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, WUSD staff, officials, evaluation committee members, or Board of Trustees may be disqualified.**

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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.
- 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 RFP.
- 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.
- 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 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 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 is also an agreement that WCSD will be notified of any change in this status.

- 7.2 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).

7.3 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

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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 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 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.

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

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- 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.
- 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.

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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 volunteer

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.

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.
- 21.4 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 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

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

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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 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.

26.4 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 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 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 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.

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- 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 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 reserves the right to waive any minor informalities or irregularities in proposals and/or any resulting contract of this RFP in its best interest.
- 34.2 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.
- 34.3 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 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.
- 34.5 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.
- 34.6 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.
- 34.7 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)

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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) 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. The bond shall be in the amount of twenty-five percent (25%) of the total dollar value of the Appellant's **EXHIBIT C**, up to a maximum 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. 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:

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

- 37.3 After formal award of this RFP 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 proposal award for the initial term of the contract.
- 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 RFP.
- 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 proposal for the renewal term.
- 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 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.
- 41.0 USAGE REPORT
- 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:

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➤ **USAGE REPORT FOR RFP #32-P-09-25-LR**

END OF GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

42.0 OPTIONAL PRE-PROPOSAL MEETING

- 42.1 All interested suppliers should attend the Pre-Proposal meeting on Monday October 21, 2024 at 1:00 p.m. (local time) via teams to discuss the existing systems that are in place and to discuss the needs of the District. The meeting is estimated to last an hour and a half.

[Join the meeting now](#)

Meeting ID: 287 251 321 675

Passcode: Kp7fiq

43.0 SCOPE OF WORK/SERVICES

- 43.1 WCSO is soliciting formal proposals to provide and install two (2) Horizontal Kitchen Overwrap Machines and to remove and dispose of the existing equipment. The machines shall place trays onto a conveyor line where either liquid food is deposited by machine or solid food products will be dispensed by hand.

- 43.2 The machines should meet the following requirements:

Machine #1

- A length range between 18' to 22'
- Machine shall be stainless steel
- Adjustable product former
- Maximum operator safety guarding and emergency stops (*refer to section 44.13*)
- Overload clutch for infeed and crimpers
- Sealed bearings where required
- Machine shall be able to utilize perforated film
- Pre-programmable control panel for a minimum of ten (10) products
- Variable speed from 20ppm to 150ppm
- Casters with breaks on all wheels
- Footrest on infeed
- Machine shall be able to accommodate multiple tray sizes (3" x 3", 4" x 4", 5" x 6", and 6" x 4") (**refer to EXHIBIT D for current tray dimensions**)
- The trays have a height ranging from 1" to 2" however, some products that are processed protrude the tray by .05"
- Machine shall be able to accommodate trayless applications for various items, including but not limited to: buns, sandwiches, hashbrowns, cookies and square pizzas
- Machine shall be able to utilize 9" – 15" wrap
- Machine shall be able to utilize existing products, **NO PROPRIETARY** wraps, or trays
- Stainless steel chain for the tray carriers
- Touch screen operator interface (color preferred)
- Output signals to control optional peripherals
- Machine shall be able to process a minimum of 40,000 items in an eight-hour period
- **Current power available is 208v 3phase** (*refer to section 44.4*)
- N.E.M.A. electrical standards must be met
- Electrical cords lengths to be determined once configuration and machine placement has been proposed and approved
- Any electrical work shall be provided at installation (a licensed electrical contractor may be required)
- Must include spare parts (1 each) – heaters, crimpers, relays, and contactors

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- Training for maintenance and production floor staff (*refer to section 44.3*)
- Warranty, maintenance, and parts for support for the first twelve (12) months after purchase and installation (*refer to section 44.10*)

Machine #2

- A length range between 18' to 22'
- Machine shall be stainless steel
- Adjustable product former
- Maximum operator safety guarding and emergency stops (*refer to section 44.13*)
- Overload clutch for infeed and crimpers
- Sealed bearings where required
- Machine shall be able to utilize perforated film
- Pre-programmable control panel for a minimum of ten (10) products
- Variable speed from 20ppm to 150ppm
- Casters with breaks on all wheels
- Footrest on infeed
- Machine shall be able to accommodate multiple tray sizes (3" x 3", 4" x 4", 5" x 6", and 6" x 4") (**refer to EXHIBIT D for current tray dimensions**)
- The trays have a height ranging from 1" to 2" however, some products that are processed protrude the tray by .05"
- Machine shall be able to accommodate trayless applications
- Machine shall be able to utilize 9" – 15" wrap
- Machine shall be able to utilize existing products, **NO PROPRIETARY** wraps, or trays
- Stainless steel chain for the tray carriers
- Touch screen operator interface (color preferred)
- Output signals to control optional peripherals
- Machine shall be able to process a minimum of 40,000 items in an eight-hour period
- **Current power available is 208v 1phase** (*refer to section 44.4*)
- N.E.M.A. electrical standards must be met
- Electrical cords lengths to be determined once configuration and machine placement has been proposed and approved
- Any electrical work shall be provided at installation (a licensed electrical contractor may be required)
- Must include spare parts (1 each) – heaters, crimpers, relays, and contactors
- Training for maintenance and production floor staff (*refer to section 44.3*)
- Warranty, maintenance, and parts for support for the first twelve (12) months after purchase and installation (*refer to section 44.10*)

Add-on items:

- 36-inch, variable speed, turn table with a minimum of a 1-inch lip to match proposed machine
- De-nester able to run hot and cold plastic trays
- 25-gallon hopper
 - It is the intent to use the hopper to pump the following items but not limited to:
 - mixed fruit
 - chili
 - apple sauce
 - mashed potatoes

44.0 PROPOSAL TECHNICAL REQUIREMENTS

- 44.1 Fully Operational System:** The Proposer shall include in its proposal, the cost of all necessary hardware, equipment, accessories, (specified or not), and labor, etc., required to furnish and install the equipment and remove and dispose of the existing equipment in accordance with the

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manufacturer's instructions. The delivered and Supplier commissioned system shall be fully functional and it shall operate in accordance with the manufacturer's specifications and requirements expressed in the proposal documents. All work shall be performed by an authorized manufacturer's representative including electrical. The machines need to be installed the week of March 17, 2025. Machines must be installed the same week that they are delivered.

44.2 **Service Level Agreement:** In addition to the performance/design requirements listed herein the Supplier should include a Service Level Agreement (SLA) that will cover but not limited to the following criteria:

- A. Be able to continuously operate sixteen (16) hours per day, five (5) days per week
- B. Maintain a reliability rate of 98% during the first twelve (12) operational months.
Note: Summer months, when the District's Central Kitchen is closed, shall not be counted towards operational months.
- C. Specify the maximum amount of time it should take to respond to a service request.
- D. Describe the regular maintenance that will be performed including frequency and duration
- E. Describe the procedure for escalating issues.
- F. Include performance metrics that indicate the service's quality. Metrics such as response times, uptime, and resolution rates.
- G. Service level reviews to assess whether the agreed-upon targets are being met.
- H. Penalties and remedies
- I. Cancellation terms

44.3 **Warranty/Repairs:** The Supplier shall support the following requirements during the first twelve (12) months of "operational" time:

- A. Dispatch a technician within one working day after receiving a service call
- B. Complete the necessary repair within two (2) working days and/or replace the malfunctioning equipment
- C. Always have adequate parts on-hand to repair and maintain all supplied equipment
- D. Be responsible for bearing all costs (shipping, handling, etc.) for the provision of repair/replacement parts
- E. Provide a toll-free phone number for technical assistance
- F. Remove and replace any equipment that the District deems to be, in its professional opinion, defective. The latter would be evidenced by multiple malfunctions, which renders the equipment inoperable and/or decreases its efficiency more than 2% of the time during the twelve (12) month "operational" time requirement specified herein.
- G. Proposal to include cost of warranty after the first year and cost of warranty extending to years 2, 3, 4, & 5. Initial cost of warranty to be utilized for replacement parts if service calls unnecessary

44.4 **Training:** Proposers must provide in-person training along with spare parts and operation and part manuals. Training shall be "competency-based" training to ensure that a minimum of four (4) District end-users are completely able to use the full functionality of the system. Neither the number of times that training is offered, nor the length of a training activity, shall signify that training is complete. Training shall continue until sufficient levels of competency have been adequately displayed by the District's personnel on a repetitive basis determined by the Production Manager.

Training shall be held at WCSD's Nutrition Services central kitchen during the Department's normal hours of operation, Monday through Friday, excluding District holidays. Training shall be tailored specifically to the needs of the District. The Supplier shall provide documented procedures, operating manuals and other training materials as required. (e.g. user-references, quick references, training outlines, etc.) at no additional cost to the District. Training shall

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include all aspects of equipment operation (e.g. cleaning procedures, operating guidelines, etc.) to enable the end-users to properly operate the equipment, perform routine scheduled maintenance duties, and conduct repairs.

The Proposers shall provide an on-site factory certified technician on the day the District begins production with the machines. This technician shall continue to provide on-site services/oversight until the machine is operating at a 100% operating efficiency rate for a complete sixteen (16) hour day.

The parties shall mutually agree upon the starting dates and times; however, the District need not provide more than thirty (30) days' notice for services to commence.

Finalists are required to provide a site visit or a virtual demonstration of similar proposed equipment.

44.5 Project Conditions: The following utilities are available on site:

- A. Electrical is available
- B. Plug configuration is 2321 L6-20P and 2511 L21-20P
- C. 120 V, 20-amp, 1 phase
- D. 120 V, 20-amp, 3 phase
- E. Potable water (soft) – 60 PSI
- F. Hot potable water (soft) 120-140 degrees Fahrenheit – 60 PSI
- G. Compressed Air – 0-80 PSI, 0-500 CFM

44.6 Compliance: Design and fabrication shall comply with the applicable section of the latest editions and addenda of the following codes and standards.

- A. American Society of Testing Materials (ASTM)
- B. American National Standards Institute (ANSI)
- C. American Welding Society (AWS)
- D. Current Good Manufacturing Practices (CGMPs) in compliance with CFR Title 21, parts 210,211, 607, and 640.3.5. Food and Drug Administration (FDA)
- E. National Electrical Manufacturer's Association (NEMA)
- F. Occupational Safety and Health Association (OSHA)
- G. Dairy and Food Industries Supply Association, Inc. (3-A)
- H. National Sanitation Foundation (NSF)

44.7 Materials:

- A. All surfaces shall be fabricated of cleanable materials that are corrosion resistant
- B. All support structure shall be corrosion resistant and cleanable
- C. Interiors of pipes and structural members shall be completely and permanently sealed from the environment
- D. No galvanized or painted surfaces
- E. Tri-clamp style connections shall be used
- F. All electrical enclosures will be rated NEMA 4X
- G. All exposed surfaces shall be stainless steel
- H. Equipment to be portable, mounted on locking casters with hard rubber surface, and sealed ball bearings

44.8 Controls: Allow at least 25% free space in electronic enclosures to allow for system expansion and future add-ons.

44.9 Maintenance and Service:

- A. All components shall be installed to facilitate "quick-change" wherever/whenever possible
- B. Equipment configuration and features shall allow ease of access for routine servicing and maintenance
- C. The equipment shall be suitable for operation in an industrial kitchen environment, subject to wash down with hot water and cleaning/sanitizing chemicals.
- D. The Supplier shall provide for EACH piece of equipment, hard and electronic copy of service and repair manuals, equipment parts breakdown drawings, schedules with part numbers and electrical schematic drawings
- E. Replacement/repair parts must be readily available and easily attainable. The Supplier shall provide supply contact information of distributors and/or parts houses that can supply said parts and information

44.10 Submittal: Proposer shall supply with its response:

- A. Spare parts list with part numbers, nomenclature
- B. USA source and stocked supplier name, address, telephone number
- C. General arrangements drawings with outline dimensions
- D. Equipment weights
- E. Certification that equipment meets the intent of these specification
- F. Utility requirements (e.g. electricity, air, water, etc.)
- G. A minimum of three (3) tray manufacturers whose product will operate with the horizontal wrapper

44.11 Acceptance Testing: Acceptance by the District will initiate the payment cycle. The criteria below indicates the minimal requirements for acceptance:

- A. District staff has received the required "competency-based" training per section 44.3
- B. Operational manuals, schematics parts list, etc., have been delivered
- C. Installation is completed and the system is operating properly per section 44.1
- D. Existing equipment has been dismantled and removed
- E. District's receiving site has been returned to is pre-installation status

44.12 Equipment Identification: Supply a permanent, engraved nameplate to identify the machines which includes the following information:

- A. Manufacturer name and address
- B. Serial number
- C. Model number
- D. Date of manufacture
- E. Affix permanent engraved nameplates for the control panel
- F. Label all instrument readouts and lights on control panel
- G. Label all equipment inside (rack mounted instruments, relay buses, power supplies, circuit breakers, terminal blocks, etc.)
- H. Identify conductors at each termination with wire numbers using permanent type marker

44.13 Safety: All guards shall be interlocked to stop equipment movement if opened.

44.14 Delivery: Delivery, installation, removal, and disposal charges shall be included in the cost proposal.

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44.15 Supplier shall:

- A. Furnish all materials, equipment, labor and engineering necessary to fabricate shipping container, prepare for shipment, and ship equipment FOB FFA to: WCSD Nutrition Services, 585 Spice Islands Ct., Sparks, NV, 89431 between the hours of 7:30 am and 2:00 pm (local time).
- B. Coordinate its delivery with the District's Nutrition Service Representative
- C. Equipment shall be protected from damage during shipping due to rough handling, forklift-trucks, and weather. Equipment shall be mounted securely on a pallet or skid.

44.16 Removal of existing equipment: Supplier is responsible for removal and disposal of existing equipment. Removal must be completed after the installation of the new machines the week of March 17, 2025. The District currently has one DoBoy Model #Stratus and one Ameripak Model #400. It is the awarded Supplier's responsibility to assess the current setup to understand how the equipment is installed and connected. Tasks for removing existing equipment may include but are not limited to disconnecting, dismantling, hauling, disposing, and cleaning up.

45.0 TERM OF CONTRACT

45.1 WCSD intends to award this RFP to one (1) Proposer for an initial term of one year following the formal award by WCSD's Board of Trustees. Installation of both machines must be completed by the week of March 17, 2025.

45.2 WCSD reserves the right to award this RFP to multiple Proposers if deemed to be in its best interest.

46.0 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	October 8, 2024
Optional Pre-Proposal Meeting	October 21, 2024 at 1:00 p.m. (local time)
Questions Deadline	October 28, 2024 at 4:30 p.m. (local time)
Addendum for Questions & Answers Posted/Distributed	November 4, 2024
Sealed Proposals Due	November 12, 2024 at 2:00 pm (local time)
Formal Interviews & Presentations of Finalists	December 11, 2024
Letter of Intent Posted/Distributed	December 16, 2024
Award by Board of Trustees	January 14, 2025
Notice of Award Posted/Distributed	January 15, 2025

47.0 CHECKLIST FOR PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS

- ☐ Provide a complete TABLE OF CONTENTS in the proposal.
- ☐ Evaluation Criteria #1 through #6 (per Section 48.0) must be addressed and included in submitted proposal.

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- ☐ 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.
- ☐ 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).
- ☐ 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 **EXHIBIT A and EXHIBIT B** in the proposal under a separate tab or tab(s) within the proposal portfolios/binders.
 - ☐ **EXHIBIT A – SIGNATURE PAGE (REQUIRED FORM)**
 - ☐ **EXHIBIT B – VENDOR/CONTRACTOR (EMPLOYEE) PUBLIC DISCLOSURE FORM (REQUIRED FORM)**
- ☐ Complete and submit **EXHIBIT C** in separate sealed envelope with the proposal submission. Refer to Section 1.2 for specific instructions and requirements.
 - ☐ **EXHIBIT C – PRICE SCHEDULE/SPECIFICATION FORM (REQUIRED FORM)**
- **REQUIRED FORMS** are available for download on WCSD's Solicitation website at:
<https://solicitations.washoeschools.net/Purchasing>
- ☐ Provide an organizational chart showing the structure of the team and the key personnel to be assigned to this project.
- ☐ 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.

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- ☐ Identify potential sub-contractors, if any, by name, address, and Nevada Contractors License (if required).
- ☐ 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 RFP. 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
-
- ☐ Submit any proposed contract required by the Proposer. WCSD may elect to execute the 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.

48.0 EVALUATION CRITERIA

☐ **EVALUATION CRITERION #1: FINANCIAL STABILITY**

Provide the following, also addressed in Section 1.1.4 (FINANCIAL STABILITY - PASS or FAIL)

NOTE: Submission and review of financial documents are required. WCSD's Office of Business & Financial Services will review all financial documents submitted by Proposers. Should a Proposer's submission of said financial documents be marked as "FAIL," then the Proposer's proposal will be rejected in its entirety and will not be considered for award.

- A. Submit only one (1) copy of (A) Balance Sheets and (B) Income Statements for the last three (3) consecutive years of business operation.
- B. If the requested documents (A and B above, at minimum) are not provided with the proposal, then WCSD reserves the right to reject the proposal as "non-responsive."
- C. The financial documents are to be provided in one (1) separate, sealed envelope, so that they can be easily forwarded to WCSD's Office of Business and Financial Service for review.
 - Do NOT include any financial stability documentation in the proposal portfolios or binders.
- D. Should a privately held company deem certain financial information to be *CONFIDENTIAL*, it

must identify what information is to be considered confidential as deemed so by law.

☐ **EVALUATION CRITERION #2: OVERALL COSTS**

Provide **EXHIBIT C** in one (1) separate, sealed envelope as instructed in Section 1.1.4(C).

☐ **EVALUATION CRITERION #3: TECHNICAL APPROACH**

Proposers shall demonstrate technical approach and Proposer's grasp of project as shown by depth, breadth, and clarity of proposal.

☐ **EVALUATION CRITERION #4: EXPERIENCE**

Proposers shall demonstrate experience/success in providing and installing similar equipment.

☐ **EVALUATION CRITERION #5: SERVICE LEVEL AGREEMENT**

Proposers shall provide a Service Level Agreement as defined in section 44.2.

☐ **EVALUATION CRITERION #6: REFERENCES**

Quality of references provided.

NOTE: Evaluation Criteria #1 through #6 listed above 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.

49.0 FORMAL INTERVIEWS & PRESENTATIONS

WCSD will be scheduling formal interviews and presentations of the Proposer(s) who are identified as a "Finalist" to provide an opportunity to present proposals to the Evaluation Committee. These formal interviews and presentations are TENTATIVELY scheduled to take place on December 11, 2024. The number of Proposers asked to participate will be determined by the WCSD's RFP Evaluation Committee and may be changed at the sole discretion of the WCSD. Formal presentations and interviews will take place at a WCSD local site of choice. 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.

50.0 PRICE ADJUSTMENT AND COST ESCALATION – Not Applicable

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

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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 (EMPLOYEE) PUBLIC DISCLOSURE FORM (REQUIRED FORM)**

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

- ❖ **EXHIBIT D – TRAY DIMENSIONS**