



REQUEST FOR BID (RFB) – SERVICES

SOLICITATION TITLE: PLAYGROUND ENGINEERED WOOD FIBER (EWF) MATERIALS & INSTALLATION SERVICES

SOLICITATION #: 32-B-09-27-TL

SCOPE OF SERVICES: Washoe County School District (WCSD) is soliciting formal bid submissions to provide engineered wood fiber (EWF) materials (chips/mulch) for playground surfacing and related installation services for Districtwide use. Refer to Section 26.0 for full scope of solicitation services.

DUE DATE & TIME: **October 29, 2026, at 2:00 pm (local time)**

PUBLIC OPENING: **October 29, 2026, at 2:30 pm (local time) via TEAMS Meeting (refer to Section 1.9.4)**

QUESTIONS DEADLINE: All questions/inquiries regarding this solicitation must be submitted in writing and are **due no later than 4:30 pm (local time) on October 13, 2026** 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 PROCUREMENT PROFESSIONAL: Tina Lopez, Procurement Analyst

PUBLISH DATE: September 30, 2026

SOLICITATION # OF PAGES: 20

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(1) – INSURANCE REQUIREMENTS FOR MOST VENDORS
- EXHIBIT E – WCSD PLAYGROUND SITE LIST

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

SOLICITATION TITLE: PLAYGROUND ENGINEERED WOOD FIBER (EWF) MATERIALS & INSTALLATION SERVICES
SOLICITATION #: 32-B-09-27-TL

REQUIRED FORMS (see list below) specific to this solicitation are to be completed, signed (if applicable), and included with the bid submission (in both hard copy and electronic format as instructed), or as otherwise instructed herein and are available for download on WCSD's Solicitation website at:

<https://solicitations.washoeschools.net/Purchasing>

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

If the SIGNATURE PAGE, which is a **REQUIRED FORM**, is submitted without an authorized signature, the submission will be rejected in its entirety (refer to Section 1.0).

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

Is to be completed, signed, and submitted with the bid submission (refer to Section 1.0).

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

Must be completed and submitted with the bid submission (refer to Section 1.0).

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

1.0 BID SUBMISSION GUIDELINES AND REQUIREMENTS

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

1.1.1 If applicable, Bidder shall possess all pertinent licenses and/or certifications to perform the requested service(s). Refer to Section 35.0 for additional information.

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

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

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

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

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

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

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

1.5.2 WCSD only accepts signatures done manually (also known as a "wet" signature) or certified electronic digital signatures. Non-certified electronic digital signatures will NOT be accepted. A typed signature, even in a cursive font, does NOT meet the requirements of an official

digital signature. A digital signature must be accompanied by a certified digital stamp issued through programs like Adobe Acrobat DC, Docu-Sign, or other similar programs that produce a digital stamp certifying the electronic digital signature. Signatures on the **REQUIRED FORMS** that do not meet these requirements will NOT be accepted and may cause the bid submission to be deemed "NON-RESPONSIVE" and cause for rejection. If there are any questions about this requirement, please submit a question by the QUESTIONS DEADLINE (refer to Page 1), so that it can be answered before the bid submission due date/time.

- 1.5.3 Exceptions to any General and/or Special Terms, Conditions, and Specifications in this solicitation must be noted as instructed in **EXHIBIT A**. If more space is required to note exceptions than what is provided on **EXHIBIT A**, Bidder must attach additional pages referencing the solicitation title and solicitation number and submit **ALL pages with EXHIBIT A** with their bid.
- 1.5.4 If additional pages of documented "exceptions" are not included with the submitted bid, those pages of documented "exceptions" **will not** be accepted after the DUE DATE & TIME of submission and will not be considered for evaluation and award.
- 1.5.4 Failure to note said exceptions shall be interpreted to convey that the Bidder has proposed to perform in the manner described and/or specified.
- 1.5.5 WCSD reserves the right to accept or reject any exceptions if deemed to be in the best interest of WCSD.
- 1.5.6 If there are any questions/inquiries about this requirement, Bidders are to submit their questions in writing via e-mail to solicitations@washoeschools.net or directly on WCSD's Solicitations website at <https://solicitations.washoeschools.net/Purchasing> by the QUESTIONS DEADLINE (refer to Page 1), so that they can be answered prior to the bid due date and time.
- 1.5.7 If there is a "parent" company and/or if the company is a "dba," Bidders should specify that in their submission on **EXHIBIT A**.
- 1.6 Bidder shall provide with bid submission, a completed and signed **EXHIBIT B** available for download at <https://solicitations.washoeschools.net/Purchasing>.
 - 1.6.1 Failure to submit a completed and signed **EXHIBIT B** with the bid submission may be grounds for disqualifying the bid submission from evaluation and award consideration.
- 1.7 When applicable, Bidders submitting bids on hazardous materials must submit a Safety Data Sheet (SDS) on each item being bid.
 - 1.7.1 When submitting an SDS with a bid, the Bidder must identify the applicable line item as listed on **EXHIBIT C** on the SDS document(s). **EXHIBIT C** is available for download at <https://solicitations.washoeschools.net/Purchasing>.
- 1.8 Bid submissions will NOT be accepted via email, fax, or verbally at any point of time in the solicitation process (e.g., when requesting a withdrawal and/or resubmitting for updated pricing). Any submissions that are submitted as such will be rejected.
- 1.9 For a bid submission to be considered **valid**, it is mandatory that all **REQUIRED FORMS**, and acknowledged Addenda and Amendments, be completed, signed, and submitted in a sealed envelope/package as instructed herein and received and time stamped in WCSD's Purchasing Department, Room 0, by the bid DUE DATE & TIME (refer to Page 1).

SOLICITATION TITLE: PLAYGROUND ENGINEERED WOOD FIBER (EWF) MATERIALS & INSTALLATION SERVICES
SOLICITATION #: 32-B-09-27-TL

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

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

Company Name: _____
Solicitation Title: Playground Engineered Wood Fiber (EWF) Materials & Installation Services
Solicitation #: 32-B-09-26-TL
Due Date & Time: October 29, 2026, at 2:00 pm (local time)

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

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

1.9.4 Bid submissions will be opened publicly via a TEAMS meeting on October 29, 2026, at 2:30 pm (local time):

Join: [Meeting Link](#)
Meeting ID: 253 099 384 992 731
Passcode: nh9TZ6QX

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

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

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

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

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

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

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

2.0 WITHDRAWAL OF BID SUBMISSION

- 2.1 A bid submission may be withdrawn by written notification delivered by mail, fax, or e-mail to solicitations@washoeschools.net, provided that such notice is received prior to the DUE DATE & TIME (refer to Page 1).
- 2.2 A request to withdraw a bid submission received after the scheduled bid DUE DATE & TIME will not be considered.

3.0 LATE BID SUBMISSION

- 3.1 Bid submissions may be received any time prior to 2:00 pm (local time) on the specified DUE DATE & TIME (refer to Page 1).
- 3.2 Late bid submissions will NOT be accepted.
 - 3.2.1 Any bid submission arriving after the DUE DATE & TIME (refer to Page 1) will not be accepted and will be returned to its sender unopened.
 - 3.2.2 If the late bid submission arrives via carrier, the Bidder will be given an option on how to have it returned at their own cost.

4.0 NO BID

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

5.0 WAIVERS AND REJECTION OF SUBMISSION

- 5.1 WCSD reserves the right to waive any minor informalities or irregularities within any bid submission if deemed to be in WCSD's best interest.
- 5.2 WCSD reserves the right to reject any or all bid submissions received, or any part thereof.
- 5.3 Bid submissions may be rejected for any of, but not limited to, the following causes:
 - 34. Evidence of collusion among Bidders exists.
 - B. Bidder fails to meet the terms, conditions, and specifications outlined in this solicitation.
 - C. Evidence submitted by Bidder leads WCSD to believe that Bidder will be unable to complete and carry out the obligations of RFB.
 - D. WCSD investigation determines that Bidder is not qualified to meet the obligations of this solicitation.
 - E. Cost and/or award of service(s) and/or product(s) exceed budgetary constraints.

6.0 RFB CLARIFICATIONS AND DOCUMENT ACCESSIBILITY

SOLICITATION TITLE: PLAYGROUND ENGINEERED WOOD FIBER (EWF) MATERIALS & INSTALLATION SERVICES
SOLICITATION #: 32-B-09-27-TL

- 6.1 Any irregularities, lack of clarity, and concerns in this solicitation should be brought to the attention of WCSD's Purchasing Department for correction or clarification.
- 6.2 Bidder should submit such concerns in writing to the Purchasing Department via e-mail to: solicitations@washoeschools.net or submitted directly on the WCSD Solicitations website at <https://solicitations.washoeschools.net/Purchasing> prior to the QUESTION DEADLINE (refer to Page 1).
- 6.3 If the Bidder is unable to download documents from the WCSD Solicitations website at <https://solicitations.washoeschools.net/Purchasing>, the Bidder can send an email to: solicitations@washoeschools.net to request assistance.
- 6.4 If the Bidder is a member of DemandStar and has downloaded a solicitation document from DemandStar at www.demandstar.com, the Bidder will electronically receive any Addenda/Amendments issued directly from DemandStar.

7.0 ADDENDA AND AMENDMENTS

- 7.1 Along with all documentation required for bid submission, Addenda/Amendments issued may become an integral part of this solicitation. Questions, inquiries, and clarifications will be answered via an Addendum and will be made available to all interested Bidders. All Addenda/Amendments will be available for download at:
 - WCSD Solicitations website at <https://solicitations.washoeschools.net/Purchasing>
 - DemandStar at <https://www.demandstar.com> (*paid Membership required*)
- 7.2 Bidder should acknowledge receipt of Addenda/Amendments by signing and returning the Addenda/Amendments with their bid submission. It is the Bidder's responsibility to ensure receipt of any Addenda/Amendments. Failure to submit a signed Addendum/Amendment may result in the rejection of bid submission.

8.0 BID PRICING INCLUSIONS AND EXCLUSIONS

- 8.1 Bidded prices must include any related shipping/handling costs, exclusive of federal, state, and local taxes, and shall be F.O.B. Destination.
 - 8.1.1 No shipping charges will be allowed via invoice from the awarded Bidder(s) when in receipt of an order.
- 8.2 If the specifications of any bid line item on **EXHIBIT C** state "to be installed at site (non-penetration)" or "set in position, (non-penetration)" it is WCSD's intent that the bid price submitted by the Bidder will cover all costs thereof.
 - 8.2.1 Bidder must furnish all equipment, materials, and labor to complete the installation/set-up as the manufacturer specified for the proper use of such item and in a manner satisfactory to WCSD and shall comply strictly with the specifications and recommendations of that manufacturer as to the installation/set-up of that particular item.
- 8.3 Bidder shall leave the work area clean and free of all discarded packaging and any debris created by the installation and shall make good to the satisfaction of WCSD.
- 8.4 Delivery time may be a consideration in the awarding of this solicitation if deemed to be in the best interest of WCSD. Bidder shall state where identified on **EXHIBIT A**, a realistic delivery date including Saturdays, Sundays, and WCSD recognized holidays.

- 8.5 "Prompt Payment" discounts will not be considered in bid evaluation.
- 8.6 In the event of a discrepancy between written words and numerical figures submitted by a Bidder, the amount stated in written words shall govern.
- 8.7 In the event of a discrepancy between a unit price and the extended price, the unit price shall govern.
- 8.8 If applicable providing the requested service(s) includes certain product(s) (refer to **EXHIBIT C**), Bidder is to provide information regarding any relevant manufacturer's warranty for any product(s) being bid.
 - 8.8.1 If the cost of a warranty is separate from the total bid item price, the Bidder must provide the pricing of the warranty on **EXHIBIT C**, if applicable.
 - 8.8.2 The Bidder is responsible for providing details about the manufacturer's warranty with the bid submission. This should include the commencement and duration of the warranty, what parts and repairs are covered under the warranty, and the process for filing a claim under the warranty.

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

- 9.1 If the Bidder bids an item "AS SPECIFIED," then the Bidder is not required to provide additional supporting product documentation (e.g., manufacturer technical specifications, data sheets, white paper, etc.). Also, unless otherwise specified, all product(s) offered shall be new, currently in production, and of the manufacturer's latest design.
 - 9.1.1 The use of the name and/or catalog number of a brand/manufacturer in describing an item in bid submission should be seen as a measure of quality, design, and utility of the item.
 - 9.1.2 The Bidder must provide any company-specific product and/or item number of what is being bid where applicable on **EXHIBIT C**, if applicable.
 - 9.1.3 By not providing additional item information, it will be understood that the Bidder is offering a standard of quality, design, and utility that is "AS SPECIFIED" and bid pricing is valid.
- 9.2 If Bidder bids an "OR SUBSTITUTE" item, then the Bidder is required to identify the brand/manufacturer, model number, make, grade, in addition to any company-specific product and/or item number where applicable on **EXHIBIT C**.
 - 9.2.1 Any proposed product(s) by a Bidder who considers said product(s) to be an "OR SUBSTITUTE" to the specified product(s), Bidder is required to include supporting documentation (e.g., manufacturer technical specifications, data sheets, white paper, etc.) that supports the equivalence to the specified product(s).
 - 9.2.2 Failure for Bidder to provide any of the above information/documentation as instructed may result in:

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

B. Rendering the Bidder as "NON-RESPONSIVE" resulting in the rejection of the

bid item and/or bid submission.

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

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

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

10.0 AWARD GUIDELINES AND RECOMMENDATION OF AWARD (ROA TABULATION)

- 10.1 Except for solicitation award made on the basis of "ALL OR NOTHING", WCSD reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve WCSD's best interest. Refer to Section 34.0 BASIS OF AWARD for more information.
- 10.2 Severability exists regarding acceptance or rejection of any item, group of items, or section unless Bidder has stipulated specific limitations or WCSD's specifications indicate otherwise.
- 10.3 In the event of a tie, low bid shall be determined by extending prices out to the third decimal point. If a tie still exists, low bid shall be determined by lottery.
- 10.4 WCSD reserves the right to hold bid submissions for a period of ninety (90) days from the submission due date before awarding or rejecting said responses.
- 10.5 Bidder(s) are responsible for obtaining the ROA TABULATION. Bidder may obtain the ROA TABULATION by sending an email to WCSD's Purchasing Department at solicitations@washoeschools.net or by calling (775) 850-8025. The ROA TABULATION is also available to download from:

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

11.0 APPEAL BY UNSUCCESSFUL BIDDER

- 11.1 Any unsuccessful Bidder (Appellant) may appeal the results in the solicitation's ROA TABULATION if they believe applicable provisions of the law were violated.
- 11.2 Appellant must submit a notice of protest to WCSD's Director of Procurement and Contracts no later than five (5) business days from when the ROA TABULATION is posted.
- 11.2.1 The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of the law were violated.
- 11.3 Appellant shall submit with the notice of protest a bond (i.e., Protest Bond or Appeal Bond) with a good and solvent surety company, authorized to do business in the State of Nevada or submit

SOLICITATION TITLE: PLAYGROUND ENGINEERED WOOD FIBER (EWF) MATERIALS & INSTALLATION SERVICES
SOLICITATION #: 32-B-09-27-TL

other security in a form approved by WCSD, who will hold the bond or other security until a determination is made on the appeal.

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

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

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

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

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

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

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

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

12.0 DEBARMENT, SUSPENSION, AND OTHER LEGAL MATTERS

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

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

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

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

12.4 Unless specifically stated herein, if there exists any conflict or inconsistency between any terms, conditions, and/or specifications outlined herein to those in the bid submission, including, but not limited to, any additional terms, conditions, and/or specifications by way of

SOLICITATION TITLE: PLAYGROUND ENGINEERED WOOD FIBER (EWF) MATERIALS & INSTALLATION SERVICES
SOLICITATION #: 32-B-09-27-TL

contract submitted by the awarded Bidder(s), the language contained herein shall take precedence.

- 12.5 No action involving the awarded contract may be brought except in the district and federal courts located in Washoe County, Nevada, USA.
- 12.6 Any attempt by Bidder to assign or otherwise transfer any interest in this agreement without the prior written consent of WCSD shall be void.
- 12.7 WCSD acknowledges its responsibilities under the Americans with Disabilities Act (ADA) of 1990. WCSD expects all Bidders to be knowledgeable about and comply with the requirements of the ADA.
- 12.8 WCSD is neither endorsing nor suggesting that any particular Bidder's service(s) and/or product(s) is the best and/or only service(s)/product(s) available. Bidder(s) agrees to make no reference to WCSD in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of WCSD.
- 12.9 Awarded Bidder(s) cannot receive any benefits (directly or indirectly) or be party to other contracts that may emanate from recommendations, contracting actions, and/or activities related to this solicitation.
 - 12.9.1 The awarded Bidder(s) may only benefit from payment for valid service(s) rendered and/or product(s) procured under this solicitation and optional tasks contained herein, including identified deliverables in the awarded Bidder(s)' initial bid submission, and any subsequent written and mutually agreed to, Addendums/Amendments to the contract between the awarded Bidder(s) and WCSD.

13.0 JOINDER OF LOCAL GOVERNMENTS

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

- 13.1 NRS 332.195 *Entering into contract pursuant to solicitation by other governmental entities or cooperative purchasing organizations; prohibition if contractor's license required for portion of work to be performed*, states the following:

1. Except as otherwise provided in this section, a governing body or its authorized representative may enter into a contract pursuant to a solicitation by:

(a) A governmental entity located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which enters into a contract in response to the solicitation in accordance with this paragraph.

(b) The State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which enters into a contract in response to the solicitation in accordance with this paragraph.

I A cooperative purchasing organization. A cooperative purchasing organization is not liable for the obligations of the local government which enters into a contract in response to the solicitation in accordance with this paragraph.

- 2. A governing body or its authorized representative shall not enter into 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.

3. *As used in this section, "cooperative purchasing organization" means an organization that implements a cooperative arrangement to agree to aggregate demand on behalf of public entities for the purpose of obtaining lower prices from certain suppliers to reduce the costs of procurement.*

14.0 CERTIFICATES OF INSURANCE LIABILITY

- 14.1 The awarded Vendor(s) shall not provide any products and/or services under this solicitation until satisfactory proof of all required insurance certificates and supporting documentation has been approved by WCSD's Purchasing Department. All documentation must be submitted to the Purchasing Department via email to: purchasing@washoeschools.net or by US Mail to:

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

15.0 REQUIRED INSURANCE COVERAGE AND VERIFICATION

- 15.1 Insurance requirements specific to this solicitation are provided in **EXHIBIT D (1) – INSURANCE REQUIREMENTS FOR MOST VENDORS**. Bidders are responsible for reviewing and complying with all applicable insurance requirements set forth therein.

16.0 CONSUMPTION ESTIMATES, PURCHASE ORDERS, PCARDS, PAYMENTS, INSPECTIONS

- 16.1 Any quantities appearing in this solicitation and/or identified in **EXHIBIT C**, are approximations only and are estimated for the solicitation of responses.
- 16.2 Payment to any awarded Bidder(s) will be made only for the actual quantities procured by WCSD and supplied in accordance with this solicitation.
- 16.3 It is understood that the scheduled quantities to be procured may be increased, decreased, or omitted without in any way invalidating bid pricing.
- 16.4 Unless otherwise approved to procure product(s) via a WCSD Procurement Card (PCard), WCSD will not be responsible for product(s) provided by any awarded Bidder(s) without an official WCSD Purchase Order issued by the Purchasing Department.
- 16.5 All transactions for product(s) between WCSD and any awarded Bidder(s) shall be regulated according to NRS Chapters 104 and 104A, which is the Nevada Uniform Commercial Code.
- 16.6 No variations, deletions, price increases, changes, or modifications to any order shall be effective without prior approval by WCSD and/or through a mutually agreed to, written addendum/amendment between any awarded Bidder(s) and WCSD.
- 16.7 WCSD's payment terms are NET 30 after receipt of products without defects and receipt of an accurate invoice. WCSD reserves the right to not pre-pay for product(s). WCSD is tax-exempt and does not pay state/local taxes, interest, or late fees.
- 16.8 When any awarded Bidder(s) has rendered service(s) and/or supplied product(s), Bidder shall notify WCSD when ready for final inspection. In addition, WCSD reserves the right to call for an inspection as deemed necessary.

SOLICITATION TITLE: PLAYGROUND ENGINEERED WOOD FIBER (EWF) MATERIALS & INSTALLATION SERVICES
SOLICITATION #: 32-B-09-27-TL

- 16.8.1 WCSD may request any awarded Bidder(s) to accompany WCSD's representative to visit the site of service(s) and compare any drawings and specifications related to the service(s) to the work in place.
- 16.8.2 Failure to visit the site will in no way relieve any awarded Bidder(s) from the requirement of furnishing any materials or performing any service(s) in accordance with drawings and specifications that may be required to complete the service(s) without additional cost to WCSD.
- 16.8.3 WCSD's representative shall review conflicts concerning any service(s) rendered and/or product(s) procured. Without prior approval, additional charges will not be allowed or paid.
- 16.8.4 Awarded Bidder(s) shall always keep WCSD premises free from the accumulation of waste materials and garbage derived from the awarded Bidder's operations and at a minimum, do so on a daily basis.
- 16.8.5 Upon completion of any service(s), awarded Bidder(s) shall remove all waste materials, debris, all tools, construction-related equipment, machinery, and surplus materials.
- 16.8.6 Awarded Bidder(s) shall clean all glass surfaces and leave the work area "broom clean" (at a minimum free of any excess items, personal items, and debris, and has been swept or vacuumed) or its equivalent unless otherwise specified by WCSD.
- 16.9 After approval by WCSD, the awarded Bidder(s) may bill for payment. Invoices are to include the following information
 - A. WCSD Purchase Order number.
 - B. WCSD's Facilities Management Department Work Order Number (if assigned).
 - C. Detailed/itemized description of the services provided.
 - D. Name of the location at which the service(s) was rendered and/or product(s) delivered.
 - E. Total cost (inclusive of all shipping, handling, and/or freight charges per awarded bid pricing).
- 16.10 Interest will NOT be paid on payment/funds withheld for
 - A. Defective service(s) and/or supplied product(s) not remedied.
 - B. Funds held as a result of third-party claims for failure to make proper payments to the awarded Bidder(s).
 - C. For labor, materials, equipment, or product(s) still to be furnished and installed, and/or service(s) yet to be rendered.
- 16.11 The awarded Vendor(s) must allow for WCSD Procurement Card (PCard) purchases/orders/transactions.

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

- 17.1 Bidder warrants that service(s) rendered and/or product(s) supplied shall be performed with the degree of skill, care, and judgment customarily accepted as sound quality practice and procedure.
- 17.2 Bidder further warrants that service(s) rendered and/or product(s) supplied to fulfill the requirements and intent of the entire contractual agreement inclusive of Bidder's RFB submission.
- 17.3 If service(s) rendered and/or product(s) supplied by any awarded Bidder(s) fail to meet the aforementioned criteria and/or is deemed to be inadequate by WCSD, the awarded Bidder(s) shall re-perform the service(s) rendered (or portion of thereof that is unsatisfactory) and/or replace the product(s) supplied.
- 17.4 Awarded Bidder(s) shall be liable for all costs and expenses incurred in the performance of corrective services, including travel, per diem, etc. and/or the replacement of product(s).
- 17.5 Awarded Bidder(s) shall guarantee that all product(s) provided under this contract will be free from defects of workmanship and material for a minimum period of one year from the date of final acceptance of the product(s) and shall, at the Bidder's own expense, repair and replace all defective product(s) that fall within this requirement.

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

- 18.1 In case of default by any awarded Bidder(s), WCSD reserves the right to impose any of the following actions
 - A. Deduct any unpaid balance due to awarded Bidder(s).
 - B. Procure the product(s) from another source.
 - C. Hold the defaulting Bidder(s) responsible for any excess cost occasioned thereby.
 - D. Assess a penalty equal to five percent (5%) of the total bid price.
 - E. Commence with proceedings against any surety held in conjunction with the bid.
 - F. Prohibit Bidder(s) to submit bids for a period of not less than one (1) year and no more than five (5) years.
 - G. Pursue other appropriate legal remedies.
- 18.2 Should the funding authority of WCSD fail to appropriate funds to continue payment on the resultant contract of this solicitation, WCSD reserves the right to cancel said contract without termination charge or penalty and written notification shall be made by WCSD to the awarded Bidder(s) should this occur.
- 18.3 The awarded contract may be terminated in whole or in part by WCSD for its convenience with or without cause, but only after Bidder is given
 - A. Not less than thirty (30) calendar days' written notice of intent to terminate.
 - B. Opportunity for consultation with WCSD's Senior Director of Supply Chain Management prior to termination.

SOLICITATION TITLE: PLAYGROUND ENGINEERED WOOD FIBER (EWF) MATERIALS & INSTALLATION SERVICES
SOLICITATION #: 32-B-09-27-TL

19.0 **FORCE MAJEURE**

- 19.1 Neither party shall be liable for failure and/or delay in performance under any resulting contract of this solicitation, in whole or in part, to an act of God, including, but not limited to pandemics (e.g., COVID-19), epidemics, fire, naturally caused explosions and/or flood; employee/company strike, lockout and/or other labor dispute, civil commotion, human-caused explosions, and/or sabotage; acts of any government; unforeseen shortages and/or unavailability of fuel, power, transportation, raw materials and/or supplies; inability to obtain and/or delay in obtaining governmental approvals, permits, licenses and/or allocations; and any other causes which are not within either party's reasonable control, whether the cause is specifically identified above or not.
- 19.2 WCSD will not terminate any contract with awarded Bidder(s) who is unable to provide the contracted service(s) and/or provide product(s) due to FORCE MAJEURE.
- 19.3 WCSD maintains the ability and right to secure other suppliers to provide contracted product(s), on a temporary basis, if deemed to be in the best interest of WCSD, until the awarded Bidder(s) can provide contracted product(s).

20.0 **INDEMNIFICATION**

- 20.1 Awarded Bidder(s) agree to defend, indemnify, and hold harmless WCSD, its officers, employees, agents, and volunteers from and against all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, damage, which arises from any service(s) rendered and/or procured product(s) if such injury, loss, and/or damage is due to the gross negligence and/or intentional misconduct of the awarded Bidder(s) and/or any of its officer, employee, and/or agent in the performance of the contracted service(s) and/or procured product(s).
- 20.1.2 Additionally, awarded Bidder(s) agree to indemnify and hold WCSD harmless from any claim involving patent infringement and/or copyrights on any procured product(s) under this solicitation.
- 20.2 WCSD agrees to defend, indemnify, and hold harmless the awarded Bidder(s), its officers, and its employees from and against any and all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, and/or damage which arises from any service(s) rendered and/or procured product(s) if such injury, loss, and/or damage is due to the gross negligence and/or intentional misconduct of WCSD and/or any of its officers, employees, and/or agents subject to the provisions of NRS Chapter 41 – Actions and Proceedings in Particular Cases Concerning Persons including, but not limited to NRS 41.035 whereas actions against certain officers and employees of political subdivisions for acts or omissions of other persons.
- 20.2.1 The obligation of this section shall not apply to damages for which WCSD is/shall become liable by final judgment to pay to a third party as the result of the negligence of WCSD.
- 20.2.2 Nothing herein shall constitute a waiver by WCSD of any and all rights and privileges under any governmental immunity act and/or related statute.

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

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

SOLICITATION TITLE: PLAYGROUND ENGINEERED WOOD FIBER (EWF) MATERIALS & INSTALLATION SERVICES
SOLICITATION #: 32-B-09-27-TL

- 21.2 In accordance with generally accepted construction practices, awarded Bidder(s) will be solely and completely responsible for the condition of the project site, including the safety of all persons and property during the performance of the work.
 - 21.2.1 This requirement will apply continuously and not be limited to normal working hours and the safety of WCSD students, staff, and visitors is paramount in awarding this solicitation.
 - 21.2.2 Awarded Bidder(s) are not to impact school activities/functions to continue and/or complete work unless approved by and authorized by WCSD.
 - 21.2.3 Working hours inside the existing perimeter and existing building will be coordinated with WCSD.
 - 21.2.4 If necessary, awarded Bidder(s) will be instructed to return to occupied areas after normal working hours.
 - 21.2.5 WCSD reserves the right to remove any person from the property for the safety and security of the facility.
- 21.3 Awarded Bidder(s) shall give all notices as required and comply with all laws, ordinances, rules, permits, and regulations bearing on the conduct of the awarded service(s).
- 21.4 If any awarded Bidder(s) observes that the plans and specifications are at variance therewith, WCSD shall be promptly notified in writing of any necessary changes in the work.
- 21.5 If any awarded Bidder(s) performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without notice to WCSD, all costs arising therefrom shall be the burden of that Bidder.

22.0 AWARDED BIDDER(S)' EMPLOYEE REGULATIONS

- 22.1 At all times the awarded Bidder(s) shall enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned.
- 22.2 Awarded Bidder(s) shall ensure that all workmen, laborers, and/or mechanics especially skilled in the class of the contracted work will perform the type of work required and that workmanship shall be of the best trade practice, regardless of the quality of materials.
- 22.3 At all times, awarded Bidder(s) shall provide sufficient and competent labor to carry on contracted service(s) properly, and guarantee completion of each part of said service(s) in accordance with the schedule and within the time agreed upon.
- 22.4 Any employee or contracted provider working under the direction of the awarded Bidder(s) (e.g., contractor, sub-contractor, etc.) providing service(s) pursuant to this solicitation who is deemed incompetent, disorderly, or otherwise objectionable by WCSD, shall be removed promptly by the awarded Bidder(s), and not reemployed to provide the awarded service(s).

23.0 WCSD SERVICE-RELATED GENERAL REQUIREMENTS

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

SOLICITATION TITLE: PLAYGROUND ENGINEERED WOOD FIBER (EWF) MATERIALS & INSTALLATION SERVICES
SOLICITATION #: 32-B-09-27-TL

- 23.1.1 Conform to site rules and regulations impacted by service(s). All awarded service(s) shall be coordinated with the requirements of WCSD and its affiliated department(s) and operations shall be confined to the areas permitted under the contract and areas beyond indicated service areas are not to be disturbed.
- 23.1.2 Be responsible to shut the water off/on in response to any repairs directed by WCSD's representative and must contact WCSD prior to any service shutdown and advise when such shutdown shall commence.
- 23.1.3 Be required to maintain a neat and orderly operation and to limit or keep noise and nuisance to a minimum.
- 23.2 If applicable, awarded Bidder(s) are responsible for coordinating with WCSD for restrooms as necessary for use by awarded Bidder(s)' workforce and will keep all restrooms in a sanitary condition.
- 23.3 It is a felony to transport any alcoholic beverages, drugs, weapons, or ammunition of any kind on WCSD property, any contact or conversation with students is prohibited, and smoking is prohibited on all WCSD property.
- 23.4 Driveways and entrances serving the premises shall be kept clear and available at all times and said areas are not to be used for parking or storage of materials.
- 23.5 Passenger cars, trucks, and motorized construction equipment, when parked and unattended, shall be locked and the ignition key removed. Vehicles are NOT to be left with the engine running.
- 23.6 When required, limitations on site access, as well as specific requirements that impact site utilization, will be provided to the awarded Bidder(s) by WCSD.
- 23.7 If applicable to providing the requested service(s) also includes certain product(s), the delivery of product(s) shall be scheduled to minimize space and time requirements for storage of materials and equipment.
- 23.8 Work schedules are to be developed and submitted to the assigned WCSD department no less than forty-eight (48) hours in advance of any work.
- 23.9 The awarded Bidder(s) or any employee or contracted provider working under the direction of the awarded Bidder(s) (e.g., contractor, sub-contractor, etc.) shall provide sufficient staffing adequately trained to accomplish the work as detailed in this solicitation.

24.0 SITE VISITS

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

25.0 USAGE REPORTS

- 25.1 When requested by WCSD, the awarded Bidder(s) will be responsible for compiling usage/purchase reports, which need to include all POs and PCard transactions for any time period covered under this contract including, but not limited to product/service name, description, quantities ordered, invoice number, and invoiced pricing.

SOLICITATION TITLE: PLAYGROUND ENGINEERED WOOD FIBER (EWF) MATERIALS & INSTALLATION SERVICES
SOLICITATION #: 32-B-09-27-TL

- 25.2 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 RFB #32-B-09-27-TL****

END OF GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

26.0 SCOPE OF SERVICES

26.1 WCSD is soliciting formal bid submissions to provide from experienced Vendors to provide engineered wood fiber (EWF) materials (chips/mulch) for playground surfacing and related installation services for Districtwide use.

26.1.1 The EWF materials must meet *ASTM F1292: Impact Attenuation of Playground Surfaces*, which is a standard specification for impact attenuation of surfacing materials within playground areas.

26.2 Installation services shall include the materials, furnishing of all labor, tools, equipment, transportation, and the performance of all operations required to complete the project and shall include the cleanup and removal from the project location of all debris resulting from the services performed.

26.2.1 It shall be the awarded Vendor's (interchangeably "Contractor") responsibility to take all necessary safety precautions and to furnish barricades and/or other safety measures as required to perform the services.

26.3 All work must be coordinated and scheduled in advance with WCSD's Facilities Management Department that will further coordinate with individual school sites. A written schedule is to be provided no less than one (1) week in advance of any scheduled work. WCSD reserves the right to change the Contractor's schedule if necessary.

26.4 The Contractor agrees to yield to WCSD school traffic, including bus traffic, at all times.

27.0 CONTRACT TERM AND RENEWALS

27.1 Upon obtaining award approval by WCSD's Board of Trustees, tentatively scheduled on January 12, 2027, it is the intent of WCSD to award this solicitation (contract) for an initial term of two (2) years beginning January 13, 2027, and ending January 12, 2029, with three (3) optional one (1) year renewals, providing all terms, conditions, and specifications of the contract remain unchanged.

28.0 PRICE ADJUSTMENT & COST ESCALATION

28.1 Prices shall remain firm and fixed for the first six (6) months of the Initial Term. Thereafter, WCSD may consider a request for a price increase or decrease. A price adjustment may also be requested: (i) at the time a renewal is requested, or (ii) after the first six (6) months of any active Renewal Term. All requests must be submitted in writing with sufficient documentation supporting the proposed adjustment (e.g., changes in an objective, third-party benchmark like the Consumer Price Index) and are subject to the WCSD's review and mutual written agreement of both parties. 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 time period will be granted.

29.0 BASIS OF AWARD

29.1 WCSD intends to award contracts for each "CATEGORY" listed in **EXHIBIT C** to the lowest responsive and responsible Bidder(s). However, in evaluating bids, WCSD will give primary

SOLICITATION TITLE: PLAYGROUND ENGINEERED WOOD FIBER (EWF) MATERIALS & INSTALLATION SERVICES
SOLICITATION #: 32-B-09-27-TL

award consideration to the Bidder who offers the lowest total combined price for CATEGORIES #1(a) and #1(b). Secondary consideration will be given to the Bidder with the lowest total price for CATEGORY #2.

- 29.2 Except for solicitation award made on the basis of "ALL OR NOTHING", WCSD reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve WCSD's best interest. Refer to Section 10.0 AWARD GUIDELINES AND RECOMMENDATION OF AWARD (ROA TABULATION) for more information.

30.0 PAYMENT FOR RENDERED SERVICES

- 30.1 The Contractor agrees to provide a notice of completion of each project within twenty-four (24) hours of its completion to WCSD's Facilities Management Department which will initiate an inspection of the site. After approval by WCSD's inspector, the Contractor may invoice WCSD for payment.
- 30.2 The invoice is to include the Purchase Order (PO) number, the name and address of the location at which the service was performed, a detailed description of the services that were provided, including the quantity of materials in cubic yards (cu yd) that was used, installation cost (if applicable), delivery cost, and any applicable out-of-town round trip charges.
- 30.3 No interest charges will be paid on funds withheld for defective service not remedied, funds held as a result of third-party claims for failure to make proper payments to subcontractors, or for labor, materials or equipment, or for service, material, or equipment still to be furnished and installed.

NOTE: WCSD will not accept invoices that are not itemized correctly; all charges must be listed separately and must match the awarded contract pricing. Invoices are not to include additional charges not outlined in the PO. If invoices are not received correctly, they will be returned and payment withheld until a correct invoice is received accordingly.

31.0 SUBCONTRACTORS

- 31.1 Contractors shall include all subcontractors as insured under the Contractor's policies or shall furnish separate certificates and endorsements for each subcontractor when requested by WCSD. All coverage for subcontractors shall be subject to all the requirements listed herein.

32.0 HOURS

- 32.1 WCSD's standard working hours are 7:00 am to 3:30 pm. No overtime or weekend service on any project will be performed without the prior, written approval from WCSD's Facilities Management Department, except in cases of emergency where life and/or property are in imminent danger.
- 32.2 If weekend and/or overtime service is to be performed on any project, the Contractor shall notify WCSD's Facilities Management Department no less than forty-eight (48) hours prior to when the service is to be performed to obtain approval for such service and so that building access arrangements can be made.

33.0 COMMUNICATION RESPONSE TIME

- 33.1 WCSD is requesting that the awarded Contractor responds to service request emails and/or phone calls received from WCSD, within one (1) business day from the time of the original request.

34.0 WARRANTY

- 34.1 WCSD requires a three (3) year warranty on the EWF material. It is to be free from defects including decay and biological degrading for a period of three (3) years from the date of installation.
- 34.2 The Contractor will be responsible to replace and install any defective fiber at the request of the WCSD, at no additional cost, when it is determined by WCSD and the Contractor that the fiber is defective. The replacement of the defective material shall be completed within two (2) business days upon request by WCSD.

35.0 PERTINENT LICENSES AND/OR CERTIFICATIONS

- 35.1 At the time of contract award, the apparent successful Bidder(s) must possess a current, valid Nevada State Contractor's License in the classification(s) required to perform the services solicited. If the apparent successful Bidder(s) does not possess the required license at the time of award, WCSD may deem the Bidder non-responsive and may proceed to the next lowest responsive and responsible Bidder.

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 an authorized signature, the submission will be rejected in its entirety (refer to Section 1.0).

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

Is to be completed, signed, and submitted with the quote. (refer to Section 1.0).

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

Must be completed and submitted with the quote (refer to Section 1.0).

❖ **EXHIBIT D(1) – INSURANCE REQUIREMENTS FOR MOST VENDORS**

❖ **EXHIBIT E – WCSD PLAYGROUND SITE LIST**