



REQUEST FOR BID (RFB) – PRODUCTS

SOLICITATION TITLE: CERTAIN CUSTODIAL EQUIPMENT

SOLICITATION #: 47-B-09-23-PH

SCOPE OF SOLICITATION: Washoe County School District (WCSD) is soliciting formal bid submissions to provide certain custodial equipment, as specified in Exhibit C – PRICE SCHEDULE/SPECIFICATION FORM, to be used districtwide.

DUE DATE & TIME: October 26, 2022 at 2:00 pm (local time)

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 12, 2022**, via email to: solicitations@washoeschools.net or 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: Pam Homentowski, Buyer II

PUBLISH DATE: October 4, 2022

SOLICITATION # OF PAGES: 17

SOLICITATION EXHIBITS:

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

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

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All **REQUIRED FORMS** (see list below) specific to this solicitation are to be completed, signed, and included with the bid submission and are available for download on WCSD’s Solicitation website at:

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

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

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 any requested service(s).
 - 1.1.2 If applicable, Bidder shall possess appropriate city and/or county business licenses.
- 1.2 Bidder shall examine all terms, conditions, specifications, drawings, specifications, attachments, special instructions, etc. of this solicitation. Failure to do so will be at Bidder's risk.
- 1.3 Bidder shall submit the required information on the forms provided herein only and shall return all **REQUIRED FORMS** completed and signed (if applicable) according to the instructions stated herein with bid submission.
 - 1.3.1 Bidder is to provide one (1) identical electronic copy of their bid submission, including all **REQUIRED FORMS**, in Microsoft Word, Microsoft Excel, or Adobe PDF format on one (1) flash drive with their sealed bid submission.
- 1.4 Any erasures, strikethroughs, or other changes to a bid submission must be initialed in ink. The Bidder is responsible for proofreading the bid submission carefully for errors.
- 1.5 An authorized representative of the Bidder’s firm must sign where applicable on **EXHIBIT A** which is available for download at <https://solicitations.washoeschools.net/Purchasing>.
 - **EXHIBIT A – SIGNATURE FORM (REQUIRED FORM)**
 - 1.5.1 **Any bid submission will be disqualified and rejected if EXHIBIT A is not signed and included.**
 - 1.5.2 WCSD only accepts signatures done manually (also known as a “wet” signature) or certified electronic digital signatures. Non-certified electronic digital signatures will NOT be accepted. A typed signature, even in a cursive font, does NOT meet the requirements of an official digital signature. A digital signature must be accompanied by a certified digital stamp issued through programs like Adobe Acrobat DC, Docu-Sign, or other similar programs that produce a digital stamp certifying the electronic digital signature. Signatures on the **REQUIRED FORMS** that do not meet these requirements will NOT be accepted and may cause the bid submission to be deemed “NON-RESPONSIVE” and cause for rejection. If

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there are any questions about this requirement, please submit a question by the QUESTIONS DEADLINE (refer to Page 1), so that it can be answered before the bid submission due date/time.

- 1.5.3 Exceptions to any General and/or Special Terms, Conditions, and Specifications in this solicitation must be noted accordingly on **EXHIBIT A** and submitted with bid submission.
- 1.5.4 Failure to note said exceptions shall be interpreted to convey that the Bidder has proposed to perform in the manner described and/or specified.
- 1.5.5 WCSD reserves the right to accept or reject any exceptions if deemed to be in the best interest of WCSD.
- 1.5.6 If there are any questions/inquiries about this requirement, Bidders are to submit their questions in writing via e-mail to solicitations@washoeschools.net or directly on WCSD's Solicitations website at <https://solicitations.washoeschools.net/Purchasing> by the QUESTIONS DEADLINE (refer to Page 1), so that they can be answered prior to the bid due date and time.
- 1.6 Bidder shall provide with bid submission, a completed and signed **EXHIBIT B** available for download at <https://solicitations.washoeschools.net/Purchasing>.
 - **EXHIBIT B – PUBLIC DISCLOSURE FORM (REQUIRED FORM)**
 - 1.6.1 Failure to submit a completed and signed **EXHIBIT B** with the bid submission may be grounds for disqualifying the bid submission from evaluation and award consideration.
- 1.7 When applicable, Bidders submitting bids on hazardous materials must submit a Safety Data Sheet (SDS) on each item being bid.
 - 1.7.1 When submitting an SDS with a bid, 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>.
 - **EXHIBIT C – PRICE SCHEDULE/SPECIFICATION (SPEC) FORM (REQUIRED FORM)**
- 1.8 Bid submissions will NOT be accepted via email, fax, or verbally at any point of time in the solicitation process (e.g., when requesting a withdrawal and/or resubmitting for updated pricing). Any submissions that are submitted as such will be rejected.
- 1.9 For a bid submission to be considered **valid**, it is mandatory that all REQUIRED FORMS, and acknowledged Addenda/Amendments, be completed, signed, and submitted in a sealed envelope/package and received and time stamped in WCSD's Purchasing Department, Room 0, by the bid DUE DATE & TIME (refer to Page 1).
 - 1.9.1 Bidder assumes any and all risks involved with their chosen method of mailing/delivery. WCSD assumes no responsibility for the Bidder's and/or carrier's failure to deliver a bid by the bid submission DUE DATE & TIME (refer to Page 1).

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

Company Name: _____
Solicitation Title: Certain Custodial Equipment
Solicitation #: 48-B-09-23-PH
Due Date & Time: October 26, 2022 at 2:00 pm (local time)

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

- 1.9.3 Neither WCSD nor any officer or employee thereof shall be responsible for the pre/post-opening of or failure to open a bid submission not properly addressed, identified, or mislabeled.
- 1.9.4 Bid submissions will be opened publicly via a ZOOM meeting on October 26, 2022, at 2:30 pm (local time):

Join Zoom Meeting

<https://us05web.zoom.us/j/85741712348?pwd=UzUwRys4aFpzbFlzSS93R0M5dHFQZz09>

Meeting ID: 857 4171 2348

Passcode: 7JjmQQ

- 1.10 When a **surety** is required (refer to Page 1 for requirement), said surety must be submitted with bid submission.
- 1.10.1 Said surety shall be issued by a creditable surety company authorized to do business in the State of Nevada.
- 1.10.2 Said surety shall be acceptable only in the form of a Bid Bond, Performance Bond (if applicable), Certified Check, or Cashier's Check in the amount stated and made payable to:
- Washoe County School District
RE: RFB # _____
425 E. Ninth Street
Reno, Nevada 89512
- 1.10.3 After formal award of this solicitation has been made public, 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.

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2.0 WITHDRAWAL OF BID SUBMISSION

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

3.0 LATE BID SUBMISSION

- 3.1 Bid submissions may be received any time prior to 2:00 pm (local time) on the specified DUE DATE & TIME.
- 3.2 Late bid submissions will NOT be accepted.
 - 3.2.1 Any bid submission arriving after the DUE DATE & TIME of 2:00 pm (local time) 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:
 - A. Evidence of collusion among Bidders exists.
 - B. Bidder fails to meet the terms, conditions, and specifications outlined in this solicitation.
 - C. Evidence submitted by Bidder leads WCSD to believe that Bidder will be unable to complete and carry out the obligations of RFB.
 - D. WCSD investigation determines that Bidder is not qualified to meet the obligations of this solicitation.
 - E. Cost and/or award of product(s) exceed budgetary constraints.

6.0 RFB CLARIFICATIONS AND DOCUMENT ACCESSIBILITY

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

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- 6.2 Bidder should submit such concerns in writing to the Purchasing Department via e-mail to: solicitations@washoeschools.net or directly on the WCSD Solicitations website at <https://solicitations.washoeschools.net/Purchasing> prior to the DUE DATE & TIME (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.

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- 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 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.

9.0 BIDDING PRODUCT ITEMS "AS SPECIFIED" OR "EQUAL/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 item "EQUAL/SUBSTITUTE," 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 "EQUAL/SUBSTITUTE" to the specified product(s), Bidder is required to include supporting documentation (e.g., manufacturer technical specifications, data sheets, white paper, etc.) that supports the equivalence to the specified product(s).
 - 9.2.2 Failure for Bidder to provide any of the above information/documentation as instructed may result in:
 - A. Rendering that bid item "NOT AS SPECIFIED" resulting in the rejection of the bid item.
 - B. Rendering the Bidder as "NON-RESPONSIVE" resulting in the rejection of the bid item and/or bid submission.
 - 9.2.3 Bid items submitted as "EQUAL/SUBSTITUTE" will be given equal consideration based upon the following standards:

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

9.2.4 The decision of WCSD concerning questions of compliance of bid items as "EQUAL/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 28.0 BASIS OF AWARD for more information.

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

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

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

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

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

11.0 APPEAL BY UNSUCCESSFUL BIDDER

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

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

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

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

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

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- 11.4 If Appellant is not satisfied with WCSD's Director of Procurement and Contracts' response, Appellant may then appeal to an appeals committee designated by WCSD.
- 11.5 If Appellant is not satisfied with the appeals committee's response, Appellant may then appeal to WCSD's Board of Trustees, who will render the final decision.
- 11.6 WCSD will postpone any award action until after WCSD's Board of Trustees renders a final decision.
 - 11.6.1 Appellant will not seek any type of judicial intervention until WCSD has rendered its final decision on the protest.
- 11.7 If an appeal is granted and a bond was required, the full amount of the posted bond will be returned to Appellant.
- 11.8 If the appeal is denied/not upheld, a claim may be made against the bond by WCSD for expenses suffered by WCSD as a result of the unsuccessful appeal.
- 11.9 WCSD is not liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by Appellant in an appeal process.

12.0 DEBARMENT, SUSPENSION, AND OTHER LEGAL MATTERS

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

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

- 12.2 If WCSD was required by Nevada Revised Statute (NRS) 332.045 to advertise or request a formal sealed bid for this solicitation, then by way of a submitted signed **EXHIBIT A**, the Bidder provides a written certification that the Bidder is not currently engaged in, and during any valid term of the contract, shall not engage in, a Boycott of Israel as outlined in NRS 332.065 (effective July 1, 2018). The term "Boycott of Israel" has the meaning ascribed to that term per NRS 332.065(5)(a).
- 12.3 Should there be a formal contract issued specifically to this solicitation in addition to all the terms, conditions, and specifications outlined herein, Bidder agrees that all contract-related documents shall be governed by and construed in accordance with the laws of Nevada.
- 12.4 Unless specifically stated herein, if there exists any conflict or inconsistency between any terms, conditions, and/or specifications outlined herein to those in the bid submission, including, but not limited to, any additional terms, conditions, and/or specifications by way of contract submitted by the awarded Bidder(s), the language contained herein shall take precedence.
- 12.5 No action involving the awarded contract may be brought except in the district and federal courts located in Washoe County, Nevada, USA.

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- 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 product(s) is the best and/or only service(s)/product(s) available. Bidder(s) agrees to make no reference to WCSD in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of WCSD.
- 12.9 Awarded Bidder(s) cannot receive any benefits (directly or indirectly) or be party to other contracts that may emanate from recommendations, contracting actions, and/or activities related to this solicitation.
 - 12.9.1 The awarded Bidder(s) may only benefit from payment for valid service(s) rendered and/or product(s) procured under this solicitation and optional tasks contained herein, including identified deliverables in the awarded Bidder(s)' initial bid submission, and any subsequent written and mutually agreed to, Addendums/Amendments to the contract between the awarded Bidder(s) and WCSD.

13.0 JOINDER OF LOCAL GOVERNMENTS

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

- 13.1 Per NRS 332.195 – Joinder or Mutual Use of Contracts by Local Governments:
 - (a) A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The original contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.
 - (b) A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

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

14.0 REQUIRED INSURANCE COVERAGE AND VERIFICATION

- 14.1 Any awarded Bidder(s) shall, at the awarded Bidder(s)' sole expense, procure, maintain, and keep in force for the duration of the contract insurance conforming to the minimum limits as specified in this solicitation.
- 14.2 Any awarded Bidder(s) shall provide WCSD with a Certificate of Insurance (COI) form with Additional Insured Endorsement(s) affecting coverage required.

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- 14.3 The authorized Insurer(s) of any awarded Bidder(s) and/or subsequent insurance company(s) issuing the policy(s) shall have no recourse against WCSD for payment of any premiums, costs, or assessments under any form of policy nor shall they have no right of recovery or subrogation against WCSD.
- 14.4 Any required insurance shall be approved by WCSD and be in effect prior to the procurement of any product(s) rendered by any awarded Bidder(s) and shall continue in force as appropriate until the completion of the contract term.
- 14.5 An "ACORD 25 Certificate of Insurance Form" or a form substantially similar must be submitted by any awarded Bidder(s) to WCSD to evidence the insurance policies and coverages required.
- 14.6 The COI must be signed by a person authorized to bind coverage on the behalf of any awarded Bidder(s). The COI must name WCSD as the "Certificate Holder" as follows:

Washoe County School District
Attn: Purchasing Department
425 E. Ninth Street
Reno, Nevada 89512

- 14.7 For substantiating the requirement of WCSD to be named as an "Additional Insured," the COI's "Description of Operations/Locations/Vehicles" section shall state the following:

WCSD, its officers, employees, and volunteers are to be named as an "Additional Insured" on the awarded Bidder(s)' general liability. The coverages shall contain no special limitations on the scope of protection afforded to WCSD, its officers, employees, agents, or volunteers.

- 14.8 The COI shall state that if any of the described policies are canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Furthermore, each insurance policy shall not be suspended, voided, canceled, or non-renewed by either any awarded Bidder(s) or the authorized Insurer(s) without a replacement COI being provided to WCSD during any valid term of the contract.
- 14.9 Upon renewal of the policies listed, awarded Bidder(s), or authorized Insurer(s) shall WCSD with replacement certificates.
- 14.10 All COIs and relative endorsements are to be received by awarded Bidder(s) and must be reviewed and approved by WCSD's Purchasing Department prior to the procurement of any product(s) and/or services to be rendered.
- 14.11 WCSD reserves the right to require from awarded Bidder(s) to make available/check the wording of all required insurance policies at any time.
- 14.12 Awarded Bidder(s)' insurance coverage shall be the primary insurance. Any insurance or self-insurance maintained by WCSD, its officers, employees, agents, or volunteers shall be more than that awarded Bidder's insurance and shall not contribute to it in any way.
- 14.13 Failure of any awarded Bidder(s) to comply with the reporting provisions of the policies shall not affect coverage provided to WCSD, its officers, employees, agents, or volunteers.

15.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

- 15.1 Any deductibles or self-insured retentions must be declared to and approved by WCSD before

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work commences. WCSD reserves the right to request additional documentation, financial or otherwise, prior to approving the deductibles and self-insured retentions before work commences.

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

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

16.0 GENERAL LIABILITY INSURANCE

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

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

16.2 Limits shall be equal to the amount carried by any awarded Bidder(s) but shall not be less than one million dollars (\$1,000,000) per occurrence combined single limits with no less than two million dollars (\$2,000,000) aggregate.

17.0 AUTOMOBILE LIABILITY INSURANCE

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

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

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

18.0 WORKERS' COMPENSATION INSURANCE

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

19.0 PROFESSIONAL LIABILITY INSURANCE

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

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

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

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

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

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

20.0 CONSUMPTION ESTIMATES, PURCHASE ORDERS, PAYMENTS, INSPECTIONS

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

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

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

20.4 Unless otherwise approved to procure 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.

20.5 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.

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

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

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

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

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

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

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- 20.8.4 Awarded Bidder(s) shall always keep WCSD premises free from the accumulation of waste materials and garbage derived from the awarded Bidder's operations and at a minimum, do so on a daily basis.
- 20.8.5 Upon completion of any service(s), awarded Bidder(s) shall remove all waste materials, debris, all tools, construction-related equipment, machinery, and surplus materials.
- 20.8.6 Awarded Bidder(s) shall clean all glass surfaces and leave the work area "broom clean" (at a minimum free of any excess items, personal items, and debris, and has been swept or vacuumed) or its equivalent unless otherwise specified by WCSD.
- 20.9 After approval by WCSD, the awarded Bidder(s) may bill for payment. Invoices are to include the following information:
 - A. WCSD Purchase Order number.
 - B. WCSD's Facilities Management Department Work Order Number (if assigned).
 - C. Detailed/itemized description of the services provided.
 - D. Name of the location at which the service(s) was rendered and/or product(s) delivered.
 - E. Total cost (inclusive of all shipping, handling, and/or freight charges per awarded bid pricing).
- 20.10 Interest will NOT be paid on payment/funds withheld for:
 - A. Defective service(s) and/or supplied product(s) not remedied.
 - B. Funds held as a result of third-party claims for failure to make proper payments to the awarded Bidder(s).
 - C. For labor, materials, equipment, or product(s) still to be furnished and installed, and/or service(s) yet to be rendered.
- 21.0 WARRANTY AND GUARANTEE OF SERVICE(S) RENDERED AND/OR PRODUCTS SUPPLIED
 - 21.1 Bidder warrants that service(s) rendered and/or product(s) supplied shall be performed with the degree of skill, care, and judgment customarily accepted as sound quality practice and procedure.
 - 21.2 Bidder further warrants that service(s) rendered and/or product(s) supplied to fulfill the requirements and intent of the entire contractual agreement inclusive of Bidder's RFB submission.
 - 21.3 If service(s) rendered and/or product(s) supplied by any awarded Bidder(s) fail to meet the aforementioned criteria and/or is deemed to be inadequate by WCSD, the awarded Bidder(s) shall re-perform the service(s) rendered (or portion of thereof that is unsatisfactory) and/or replace the product(s) supplied.
 - 21.4 Awarded Bidder(s) shall be liable for all costs and expenses incurred in the performance of corrective services, including travel, per diem, etc. and/or the replacement of product(s).
 - 21.5 Awarded Bidder(s) shall guarantee that all product(s) provided under this contract will be free from defects of workmanship and material for a minimum period of one year from the date of

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final acceptance of the product(s) and shall, at the Bidder's own expense, repair and replace all defective product(s) that fall within this requirement.

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

22.1 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.

22.2 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.

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

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

23.0 FORCE MAJEURE

23.1 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.

23.2 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.

23.3 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).

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24.0 INDEMNIFICATION

24.1 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).

24.1.2 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.

24.2 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.

24.2.1 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.

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

***** **END OF GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS** *****

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SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

25.0 SCOPE OF SOLICITATION

25.1 WUSD is soliciting formal bid submissions to provide certain custodial equipment, as specified in **Exhibit C**, to be used districtwide.

26.0 CONTRACT TERM AND RENEWALS

26.1 It is the intent of WUSD to award this solicitation upon obtaining approval by WUSD’s Board of Trustees, tentatively scheduled on December 13, 2022, for an initial term of one (1) year beginning December 14, 2022 and ending December 13, 2023 with four (4) optional one (1) year renewals, providing all terms, conditions, and specifications of the contract remain unchanged.

27.0 PRICE ADJUSTMENT & COST ESCALATION

27.1 WUSD 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 upon the Consumer Price Index (CPI) Western Zone. 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.

28.0 BASIS OF AWARD

28.1 It is the intent of WUSD to award to the Bidder(s) on a “LINE-BY-LINE” basis to the lowest, responsive, and responsible Bidder(s) whose submission meets all terms, conditions, and specifications of this solicitation.

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

❖ ***ALL REQUIRED FORMS SPECIFIC TO THIS SOLICITATION (LISTED BELOW) ARE AVAILABLE ON WUSD’S PURCHASING (NON-CAPITAL) SOLICITATIONS WEBSITE AT: <https://solicitations.washeschools.net/Purchasing>***

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

If the SIGNATURE PAGE which is a REQUIRED FORM is submitted without a valid, authorized signature (refer to Section 1.5.2), the submission will be rejected in its entirety.

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

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