



Washoe County School District

Purchasing Department • 14101 Old Virginia Road • Reno, NV 89521
Phone (775) 850-8025 • Fax (775) 857-3175

ADDENDUM #3

**CERTAIN STANDARD AND CUSTOM PLEATED AIR FILTERS
RFB #054-06-01-21**

FEBRUARY 16, 2021

It is the prospective Bidder’s responsibility to read the entire bid and all appendices and to respond to all requirements completely. All other terms and conditions shall remain the same. All prospective Bidders should **Acknowledge Receipt** of this Addendum by signing this document where noted and return it with the bid submission. Failure to acknowledge receipt of this Addendum may result in a rejection of bid.

CLARIFICATION OF RFB DUE DATE:

Washoe County School District, in accordance with the provisions of NRS 332, will receive all sealed formal bids for **RFB #054-06-01-21 for Certain Standard and Custom Pleated Air Filters** at the Purchasing Department, 14101 Old Virginia Road, Room 0, Reno, NV 89521 **no later than 2:00 pm (local time) on FRIDAY, FEBRUARY 19, 2021.**

The bids will be opened publicly via a ZOOM Meeting at 2:30 pm (local time) to accommodate the social distancing guidelines. If using a mail service please provide available tracking number to solicitations@washoeschools.net noting the Subject Line specific to the bid listed above.

Join Zoom Meeting

<https://zoom.us/j/96236468807?pwd=azBTODdBdzByeU1zZjhHN0ZvVGdlQT09>

Meeting ID: 962 3646 8807

Passcode: w81cKW

**ACKNOWLEDGEMENT OF RECEIPT FOR
ADDENDUM #3**

NOTE: Failure to acknowledge receipt of this Addendum may result in a rejection of bid.

Authorized Signature

Print Name

Vendor Name

Title



REQUEST FOR BID – PRODUCT

RFB TITLE: Certain Standard and Custom Pleated Air Filters

RFB NUMBER: 054-06-01-21

SCOPE OF RFB: Washoe County School District is soliciting for Vendors to provide certain standard and custom pleated air filters for district-wide use.

RFB DUE DATE & TIME: **Friday, February 19, 2021 at 2:00 pm (local time)**

RFB OPENING DATE & TIME: Friday, February 19, 2021 at 2:30 pm (local time) via *ZOOM* Meeting (Refer to Section 1.19). The Meeting ID and Password will be posted via Addendum.

RFB QUESTIONS: ALL questions/inquiries must be submitted in writing via email to solicitations@washoeschools.net no later than 4:30 pm (local time) on Tuesday, February 2, 2021.

AGENCY LOCATION: Washoe County School District
Purchasing Department
14101 Old Virginia Road, Room 0
Reno, Nevada 89521-8912

SURETY REQUIREMENT: **NONE REQUIRED**

SOLICITATION FACILITATORS: Becky Nightingale, Buyer II
Monica Schuerr-Howden, Asst. Director of Procurement & Contracts

PUBLISH DATE: January 21, 2021

NUMBER OF PAGES IN THIS RFB: 18(*does not include Exhibit A-1 and Exhibit A-2*)

EXHIBIT(S): EXHIBIT A-1: MERV-8 Price Schedule/Specification Sheet
EXHIBIT A-2: MERV-10 Price Schedule/Specification Sheet

GENERAL TERMS AND CONDITIONS OF RFB

1.0 RFB RESPONSE SUBMISSIONS

- 1.1 Bidder shall examine all drawings, specifications, attachments, special instructions, terms, and conditions of the RFB. Failure to do so will be at Bidder's risk.
- 1.2 Any irregularities or lack of clarity in the RFB should be brought to the attention of the Washoe County School District's (WCSD) Purchasing Department for correction or clarification. Bidder should submit such concerns in writing via email to: solicitations@washoeschools.net prior to RFB **DUE DATE & TIME** identified on Page 1.
- 1.3 Along with all documentation required for submission, Addenda issued may become an integral part of this RFB. All Addenda are posted on the WCSD Purchasing website at <http://www.washoeschools.net/Page/778> under "Purchasing Current Bid & Quote Opportunities" and on DemandStar at: www.demandstar.com (*paid Membership required*)
 - Bidder should acknowledge receipt of Addenda by signing and returning the document with the RFB documents. It is the Bidder's responsibility to insure receipt of any Addenda. Failure to submit a signed addendum may result in rejection of a RFB submission.
 - To ensure that Bidder receives any Addenda issued on a RFB downloaded from the WCSD website, Bidder must notify the WCSD's Purchasing Department at (775) 850-8025 or email solicitations@washoeschools.net with name, address, email address, and phone/fax numbers. Once this is done, Purchasing will automatically send any Addenda documents required by this RFB.
 - If Bidder is a member of DemandStar and has downloaded a RFB document from DemandStar at www.demandstar.com, Bidder will electronically receive from DemandStar any Addenda issued.
- 1.4 Bidder shall furnish the required information typed or written in ink on THIS form only. Bidder shall return WCSD's COMPLETED ORIGINAL RFB DOCUMENTS. Incomplete RFB documents, which do not incorporate the "General Terms and Conditions of RFB," may be rejected.
- 1.5 The person signing the RFB must initial erasures or other changes in ink.
- 1.6 An authorized representative of Bidder's firm must sign this RFB document (Section 38.0). An unsigned RFB submission will be disqualified/rejected.
- 1.7 Bidder shall submit a completed **PUBLIC DISCLOSURE FORM** (Section 35.0). Failure to submit required information may be grounds for disqualification from award.
- 1.8 Bidder shall proofread his/her RFB submission carefully for errors.
- 1.9 Prices quoted shall be F.O.B. Destination and exclusive of federal, state, and local taxes. No shipping charges will be allowed.
- 1.10 In the event of a discrepancy between written words and numerical figures, the amount stated in written words shall govern.

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- 1.11 In the event of a discrepancy between a unit price and the extended price, the unit price shall govern.
- 1.12 Bidder shall state a realistic delivery date including Saturdays, Sundays, and holidays. Delivery time may be a consideration in award of RFB if deemed to be in the best interest of WCSD.
- 1.13 All equipment or supplies offered shall be new, currently in production and of the manufacturer's latest design unless otherwise stated.
- 1.14 The use of the name and/or catalog number of a brand/manufacturer in describing an item in RFB submission should be seen as a measure of quality, design, and utility of the article. Even if item being bid on is "as specified," Bidder must identify the brand/manufacturer, model/part number, and grade (if applicable) on the **Price Schedule/Specification Sheets (EXHIBIT A-1 and EXHIBIT A-2)**. Failure to do so may result in rendering that particular item "Not as Specified." When Bidder submits items as specified, manufacturer's specifications are not required.
- Bidders submitting bids on more than one brand/manufacturer of any item must name brand/manufacturer and provide prices for each. When the make and grade of the item is not stated by the Bidder, it will be understood that Bidder is offering a standard of quality, design, and utility equivalent to that specified in this RFB.
 - Bidders proposing equipment to be considered as a "substitute" or "as equal or better" to the specified equipment must include supporting documentation such as manufacturer technical specifications, data sheets, 'white paper', or other documentation that supports equivalence to the specified equipment. Should said documentation not be included with the RFB submission, the vendor may be considered "non-responsive" and the response may be rejected. Similar equipment from other manufacturers considered to be a "substitute" or "as equal or better" that are bid will be given equal consideration based upon the following criteria:
 - Specifications
 - Quality
 - Design
 - Utility
 - Past Performance
 - Service (which includes repairs, replacement parts, and adjustments)
 - Price
 - WCSD shall determine, at its sole discretion, if a "substitute" or "as equal or better" filter that, other than the brand specified, is equal or better.
 - All Bidders must submit complete manufacturer's specifications and current catalog number/identifier if Bidding other than manufacturer specified. Failure to submit complete specifications may be cause for rejection of bid item.
 - The decision of the WCSD with respect to questions of compliance with the RFB specifications shall be final.
- 1.15 Exceptions to the Terms, Conditions and Specifications of this RFB must be noted in the space provided at the end of this RFB (Section 36.0). Failure to note said exceptions shall be interpreted to convey that Bidder shall propose to perform in the manner described and/or

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specified. The WCSD reserves the right to accept or reject any exceptions based on the best interest of the WCSD.

- 1.16 Bidder to provide information regarding the manufacturer's warranty for all equipment being bid.
- 1.17 All Bidders bidding on chemical and/or toxic products must submit a Safety Data Sheet (SDS) on each item being bid. When submitting an SDS sheet, please identify item with the WCSD bid item reference where applicable on the **Price Schedule/Specification Sheets (EXHIBIT A-1 and EXHIBIT A-2)**.
- 1.18 Whenever an item states "to be installed at site" or "set in position," it is the intent of the WCSD that the amount bid will cover all costs thereof. Bidder must furnish all equipment, materials, and labor to complete the installation as the manufacturer specified for the proper use of such equipment and in a manner satisfactory to the WCSD.
- 1.19 RFB submissions and acknowledged Addenda shall be submitted in a sealed envelope or box and labeled using the following format:

Vendor Name: _____
RFB Title: Certain Standard and Custom Pleated Air Filters
RFB #: 054-06-01-21
DUE Date & Time: February 19, 2021 at 2:00 pm (local time)
OPENING via *ZOOM* Date & Time: February 19, 2021 at 2:30 pm (local time)

Mail or Deliver Bid Submissions to:

Washoe County School District
Purchasing Department, Room 0
14101 Old Virginia Road
Reno, NV 89521-8912

***NOTE:** Bid will be publicly opened via a ZOOM Meeting on FRIDAY, February 19, 2021 at 2:30 pm (local time) to accommodate social distancing guidelines. The Meeting ID and Password will be posted via Addendum.*

- 1.20 Bidder assumes any and all risks involved with method of dispatch chosen. WCSD assumes no responsibility for Bidder's failure to deliver an RFB solicitation in accordance with the specified receiving point and time stated herein.
- 1.21 In order for a response to be considered, it is mandatory that the RFB documents be received and time-stamped in the WCSD Purchasing Department, Room 0, prior to 2:00 pm (local time) on the due date outlined in this RFB document
- 1.22 Neither the WCSD nor any official or employee thereof shall be responsible for the pre/post-opening of, or failure to open a RFB response not properly addressed, identified, or mislabeled.
- 1.23 RFB responses submitted verbally by telephone, fax, or electronically via email will NOT be accepted.
- 1.24 When a **surety** is required (refer to Page 1), such surety shall be acceptable only in the form of a Bid Bond, Certified Check or Cashier's Check in the amount stated. The surety

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must accompany the RFB. After award of Bid by WCSD's Chief Financial Officer or Board of Trustees, the RFB response surety of the unsuccessful Bidders shall be returned.

- 1.25 Samples of items, when required, must be delivered for inspection to the location specified on the cover sheet, prior to the RFB opening date. Such samples must be tagged or labeled listing (1) the name of Bidder, (2) the item number on this RFB, and (3) the catalog number of the item. Samples are to be removed by Bidder within thirty (30) calendar days after award of RFB or they become the property of WCSD.

1.26 Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment & 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.

Submission of a signed RFB in response to this solicitation is certification that Bidder's firm (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 agreement that WCSD will be notified of any change in this status.

- 1.27 If WCSD was required by NRS 332 to advertise or request a formal sealed bid for this solicitation, then by way of a submitted signed RFB, the Bidder provides a written certification that the Bidder is not currently engaged in, and during the term, 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).

2.0 LATE RFB SOLICITATION

Late RFB responses will NOT be accepted. A response may be received any time prior 2:00 pm (local time) on the due date outlined in the RFB document. A response arriving after the deadline of 2:00 pm (local time) will be returned to its sender unopened.

3.0 WITHDRAWAL OF RFB SUBMISSION

A RFB response may be withdrawn by written notification delivered by mail, fax, or e-mail (solicitations@washoeschools.net), provided such notice is received prior to the date and time set for the RFB opening. A request for withdrawal of a RFB response received after the scheduled RFB opening will not be considered.

4.0 NO BID

In the event Bidder chooses not to bid, but wishes to remain on the solicitation notification list, indicate "NO BID" on the response page of the RFB document and return it according to the instructions in Section 1.19.

5.0 DISCOUNT

Prompt payment discounts shall not be considered in RFB evaluation.

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6.0 CONTRACT AWARD GUIDELINES

- 6.1 The WCSD reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve the WCSD's best interest. RFBs awarded on the basis of "ALL OR NOTHING" will be excluded from this provision.
- 6.2 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.
- 6.3 The WCSD reserves the right to reject any or all RFBs and to waive any minor informalities or irregularities in responses if deemed to be in WCSD's best interest.
- 6.4 The WCSD reserves the right to hold RFBs for a period of ninety (90) days from date of opening before awarding or rejecting said responses.
- 6.5 Severability exists with regard to acceptance or rejection of any item, group of items, or section unless Bidder has stipulated specific limitations or the WCSD's specifications indicate otherwise.
- 6.6 A WCSD official Purchase Order and/or formal contract issued to the awarded Vendor shall be considered sufficient notification of the award of RFB.
- 6.7 Should there be a formal contract issued specific to this RFB in addition to the terms and conditions outlined herein (General and Special), the awarded Vendor agrees that it shall be governed by and construed in accordance with the laws of Nevada. No action involving this contract agreement may be brought except in the district and federal courts located in Washoe County, Nevada, USA.
- 6.8 Unless specifically stated herein, if there exists any conflict or inconsistency between any terms and conditions outlined herein (General and Special), the awarded Vendor's response, and any additional agreement submitted by the awarded Vendor, the language in this RFB document shall take precedence.

7.0 ASSIGNMENT

Any attempt by the awarded Vendor to assign or otherwise transfer any interest in this agreement without the prior written consent of WCSD shall be void.

8.0 REJECTION OF RFB RESPONSES

WCSD reserves the right to reject any and all RFBs received, or any part thereof. RFB responses may be rejected for any of, but not limited to, the following causes:

- Response lacks signature by an authorized representative of bidding firm (Section B).
- Evidence of collusion among Bidders exists.
- Bidder fails to meet terms and conditions as specified in the RFB.
- Evidence submitted by Bidder leads WCSD to believe that Bidder will be unable to carry out the obligations of the agreement and complete the work described.

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- WCSD investigation determines that Bidder is not qualified to meet the obligations of the agreement and complete work described.
- Cost of services exceeds budgetary constraints.

9.0 RECOMMENDATION OF AWARD

- 9.1 It is the responsibility of the interested Bidder to obtain the Recommendation of Award. The Recommendation of Award is posted on the following websites:

<http://www.washoeschools.net/page/778>
www.demandstar.com (*DemandStar requires paid membership*)

- 9.2 Bidder may also obtain the Recommendation of Award (ROA) by contacting the WCSD's Purchasing Department at solicitations@washoeschools.net or by calling (775) 850-8025.

10.0 APPEAL BY UNSUCCESSFUL BIDDER

- 10.1 Any unsuccessful Bidder may appeal a Recommendation of Award.
- 10.2 Appellant must submit a written protest to the Director of Procurement and Contracts no later than five (5) business days after the date of the Recommendation of Award. 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.
- 10.3 Appellant shall submit a surety/bond (i.e., Protest Bond or Appeal Bond) with 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. Such bond must be submitted with the written protest to the WCSD's Director of Procurement and Contracts.
- 10.4 The bond or other security shall be in the amount of twenty-five percent (25%) of the total dollar value of Appellant's RFB response, up to a maximum bond or other security amount of two hundred fifty thousand dollars (\$250,000).
- 10.5 If Appellant is not satisfied with the WCSD's Director of Procurement and Contracts' response, Appellant may then appeal to an appeals committee designated by the WCSD. If Appellant is not satisfied with the appeals committee's response, Appellant may then appeal to the WCSD's Board of Trustees, who will render the final decision.
- 10.6 Appellant will not seek any type of judicial intervention until WCSD has rendered its final decision on the protest.
- 10.7 WCSD is not liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by Appellant in a RFB process.
- 10.8 WCSD will stay any award action until after the WCSD's Board of Trustees renders a final decision.
- 10.9 If an appeal is granted and a bond was required, the full amount of the posted bond will be returned to Appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by the WCSD because of the unsuccessful appeal.

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11.0 CONSUMPTION ESTIMATES

The quantities appearing in this RFB are approximate only and are estimated for the solicitation of responses. Payment to the awarded Vendor will be made only for the actual quantities of items furnished in accordance with the RFB. It is understood that the scheduled quantities of items to be furnished may be increased, decreased, or omitted without in any way invalidating RFB pricing.

12.0 FUNDING OUT CLAUSE

Should the funding authority of WCSD fail to appropriate funds to continue payment on a resultant agreement, WCSD shall cancel said agreement without termination charge or penalty. Written notification shall be made should this occur.

13.0 DEFAULT

In case of default by the awarded Vendor, WCSD may deduct any unpaid balance due Bidder, procure the product(s) and/or service(s) from another source, hold the defaulting Bidder responsible for any excess cost occasioned thereby, assess a penalty equal to five percent (5%) of the total RFB price, commence with proceedings against any surety held in conjunction with the RFB, debar Bidder for a period of not less than one (1) year or more than five (5) years or pursue other applicable legal remedies.

14.0 TERMINATION OF CONTRACT

This contract may be terminated in whole or in part by WCSD for its convenience, but only after the awarded Vendor is given: (A) Not less than thirty (30) calendar days' written notice of intent to terminate; and (B) an opportunity for consultation with the WCSD's Director of Procurement and Contracts prior to termination.

15.0 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.

Nevada Revised Statute 332.195 *Joinder or Mutual Use of Contracts by Local Governments*, states the following:

1. Except as otherwise provided in this section:
 - (a) A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The originally 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.
2. A governing body or its authorized representative or the State of Nevada shall not join or use a contract pursuant to this section if a contractor's license issued pursuant to Chapter 624 of NRS is required for any portion of the work to be performed under the contract.

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16.0 AMERICANS WITH DISABILITIES

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.

17.0 NON-ENDORSEMENT

As a result of the award to a Vendor to supply services, WCSD is neither endorsing nor suggesting that Vendor's service is the best or only solution. The awarded Vendor 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.

18.0 SURETY

18.1 When a surety is required (refer to Page 1), every RFB shall be accompanied by a surety company certified Bid Bond, Certified Check or Cashier's Check made payable to:

Washoe County School District
425 East Ninth Street
Reno, NV 89520-3425
RE: RFB # 054-06-01-21

18.2 Depending on the requirements, the amount of surety shall not be less than five percent (5%) of the total RFB submitted. Said amount to be forfeited to WCSD should Bidder, to whom the contract is awarded, fail to enter into the contract in accordance with the RFB.

19.0 VESTED INTEREST

19.1 The awarded Vendor cannot receive any benefits (directly or indirectly) or be party to other agreements that may emanate from recommendations, contracting actions, and or activities related to this effort.

19.2 The only benefit the awarded Vendor may derive from this project is payment for the identified work and optional tasks contained herein, including identified deliverables in Bidder's initial RFB response and subsequent written additions to the agreement authorized by WCSD.

20.0 PURCHASE ORDER

20.1 WCSD will not be responsible for materials and/or services furnished without an official WCSD Purchase Order issued by the Purchasing Department.

20.2 All transactions for goods between the WCSD and seller shall be regulated according to Nevada Revised Statutes Chapter 104, which is the Nevada Uniform Commercial Code.

20.3 No variations, deletions, price increases, changes or modifications to any order shall be effective without prior approval by the WCSD.

***** **END OF GENERAL TERMS AND CONDITIONS OF RFB** *****

SPECIAL TERMS AND CONDITIONS OF RFB

21.0 SCOPE OF RFB

- 21.1 WCS D is soliciting for Vendors to provide certain standard and custom pleated air filters for district-wide use.
- 21.2 As stated in Section 1.14, all filters must meet or exceed the quality of the specified air filter (refer to Section 32.0 for additional details). The specifications used are for quality reference purposes and the Bidder may bid "SUBSTITUTES" or "AS EQUAL OR BETTER" filters where the material, manufacturing of, and specifications are deemed to meet or exceed the specifications and requirements of WCS D as outlined in this RFB.
- 21.3 By submitting a bid, the Bidder agrees to provide products on a per filter basis and to maintain sufficient inventory to meet the procurement requirements of WCS D. The quantities listed in **PRICE SCHEDULE/SPECIFICATION SHEETS (EXHIBIT A-1 AND EXHIBIT A-2)** are estimated. WCS D's requirements may change prior to issuing an order and WCS D reserves the right to increase or decrease quantities at its discretion.

22.0 CONTRACT TERM AND RENEWAL

It is the intent of WCS D to award a contract for this RFB upon obtaining award approval by the WCS D Board of Trustees on March 30, 2021, for an initial term of two (2) years beginning March 31, 2021, and ending March 30, 2023, with three (3) additional one (1) year renewals, providing the terms and conditions remain unchanged.

23.0 PRICE ADJUSTMENT / COST ESCALATION

- 23.1 Pricing provided shall not increase during the initial contract term.
- 23.2 After the initial contract term, a price adjustment may be reviewed/authorized. WCS D may grant a price adjustment in a situation where (all) manufacturers/distributors of the products to be procured, as a result of award of this RFB, adjust the prices of their products to all dealers or distributors. In this case, a permissible increase may be authorized and may be equal to only that increase by the manufacturers or distributors of that market.
- 23.3 Prior to permitting any increase, evidence of such an increase, in the form of a letter on the manufacturer's/distributor's letterhead shall be provided to the Purchasing Department no later than thirty (30) days prior to the proposed price increase. Letter shall include name of manufacturer/distributor, series or product numbers of the awarded bid item being increased, the amount and effective date of any and all increases to all dealers and distributors. In any case the price increase may not be greater than five percent (5%).

24.0 BASIS OF AWARD

- 24.1 This RFB will be awarded to the lowest, responsible, and responsive Bidder on an "ALL OR NOTHING" basis and shall be based on the total contract cost of the **MERV-10 filters** as bid in the **PRICE SCHEDULE/SPECIFICATION SHEET (EXHIBIT A-1 and EXHIBIT A-2)**.
- 24.2 WCS D reserves the right to purchase, in any quantity, either MERV-8 filters (at the awarded bid price) and/or MERV-10 filters (at the awarded bid price) as bid by the awarded Vendor in the **PRICE SCHEDULE/SPECIFICATION SHEETS (EXHIBIT A-1 and EXHIBIT A-2)**.

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25.0 DELIVERY

- 25.1 All deliveries are to be made to the SHIP TO address noted on orders (e.g., WCS D Purchasing Order).
- 25.2 Delivery of "special cut" or "custom" filters is expected to be fulfilled within ten (10) business days after receipt of order. Any deviations from these delivery expectations must be outlined in the "Exceptions to the Terms, Conditions, and Specifications" (Section 36.0).
- 25.3 Delivery of any standard air filters is expected to be fulfilled within five (5) business days after receipt of WCS D order.
- 25.4 Failure to be able to deliver products within the time specified may be grounds for considering any Bidder as non-responsive. In addition, should the awarded Vendor fail to meet the delivery time specified may be grounds for termination of any existing contract(s) and/or order(s) and rejection of future bids on the basis that the awarded Vendor is deemed non-responsive.

26.0 REQUIRED INSURANCE COVERAGE & VERIFICATION

- 26.1 The awarded Vendor shall, at the awarded Vendor'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 RFB. The awarded Vendor shall furnish WCS D with a Certificate of Insurance (COI) form with Additional Insured Endorsement(s) effecting coverage required.
 - The authorized Insurer(s) of the awarded Vendor and/or subsequent insurance company(s) issuing the policy(s) shall have no recourse against the WCS D for payment of any premiums, costs, or assessments under any form of policy.
 - The awarded Vendor's authorized Insurer(s) shall have no right of recovery or subrogation against WCS D.
- 26.2 The required insurance shall be in effect prior to any services rendered and/or products procured from the awarded Vendor by WCS D and shall continue in force as appropriate until the completion of the contract term.
- 26.3 The "ACORD 25 Certificate of Insurance Form" or a form substantially similar must be submitted by the awarded Vendor to WCS D to evidence the insurance policies and coverages required.
- 26.4 The COI must be signed by a person authorized to bind coverage on the behalf of the awarded Vendor. The COI must name WCS D as the "Certificate Holder" as follows:

Washoe County School District
Attn: Purchasing Department
425 E. Ninth Street
Reno, Nevada 89512
- 26.5 For the purpose of substantiating the requirement of the WCS D to be named as an "Additional Insured," the COI's "Description of Operations/Locations/Vehicles" section shall state the following:

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The WCSD, its officers, employees and volunteers are to be named as an "Additional Insured" on the [Vendor Name] general liability. The coverages shall contain no special limitations on the scope of protection afforded to the WCSD, its officers, employees, agents, or volunteers.

- 26.6 The COI shall state that any of the described policies be cancelled 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 the awarded Bidder or the authorized Insurer without a replacement COI being provided to WCSD during the life of the contract.
 - 26.7 Upon renewal of the policies listed, awarded Vendor, or authorized Insurer(s) shall furnish the WCSD with replacement certificates.
 - 26.8 The awarded Vendor shall furnish WCSD with COI with Additional Insured Endorsement(s) effecting coverage required.
 - 26.9 All COIs and relative endorsements are to be received by the awarded Vendor and must be reviewed and approved by the WCSD's Purchasing Department prior to any services being rendered and/or products procured.
 - 26.10 WCSD reserves the right to require of the awarded Vendor to make available to WCSD for review complete, "certified" copies of all required insurance policies at any time.
 - 26.11 The awarded Vendor's insurance coverage shall be the primary insurance. Any insurance or self-insurance maintained by the WCSD, its officers, employees, agents, or volunteers shall be in excess of the awarded Bidder's insurance and shall not contribute with it in any way.
 - 26.12 Any failure of the awarded Vendor to comply with the reporting provisions of the policies shall not affect coverage provided to the WCSD, its officers, employees, agents, or volunteers.
- 27.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the WCSD before work commences. WCSD reserves the right to request additional documentation, financial or otherwise, prior to giving approval of the deductibles and self-insured retentions before work commences. WCSD shall be notified of any changes to the deductibles or self-insured retentions made during the term of this contract or during the term of any policy, prior to the change taking effect. It is understood that the awarded Vendor is responsible for and shall assume payment of all deductibles and/or self-insured retentions.

28.0 GENERAL LIABILITY INSURANCE

- 28.1 The awarded Vendor shall not commence any work on this RFB/contract until satisfactory proof of insurance coverage has been presented to the WCSD and that all insurance requirements have been met.
- 28.2 During the life of the contract, the awarded Vendor providing service to WCSD shall maintain comprehensive General Liability Insurance with the following coverages through a licensed insurance carrier(s) and having a current *AM Best* rating of A-:VII or better and approved by the WCSD prior to any services being rendered and/or products procured.

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- A. Premises-Operations
- B. Independent Contractor's Protection
- C. Products and Completed Operations
- D. Broad Form Property Damage
- E. Personal Injury (with Employee Exclusion deleted)
- F. Blanket Contractual Liability
- G. Property Damage Liability

28.3 Limits shall be equal to the amount carried by the awarded Vendor, 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.

29.0 AUTOMOBILE LIABILITY INSURANCE

If applicable, during the life of the contract, the awarded Vendor shall maintain commercial Automobile Liability Insurance to include all owned autos, non-owned autos, and hired autos coverage through a licensed insurance carrier(s) and having current *AM Best* rating of A-:VII or better and approved by the WCSD. Limits shall be equal to the amount carried by the awarded Vendor, but shall not be less than one million dollars (\$1,000,000) per occurrence.

30.0 WORKERS' COMPENSATION INSURANCE

If applicable, during the life of the contract, the awarded Vendor 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 minimum limit of one million dollars (\$1,000,000).

31.0 USAGE REPORTS

31.1 In order for WCSD to comply with contract audit requirements, the awarded Vendor will be responsible for compiling usage reports to include product, quantities ordered per WCSD order(s), and Invoice numbers, including pricing, and provide to WCSD no less than on a quarterly basis either automatically by awarded Vendor or upon request of WCSD.

31.2 Usage reports are to be emailed to the WCSD's Purchasing Department at purchasing@washoeschools.net, the subject line must read: Usage Report for RFB 054-06-01-21 as of [Date of Report]. The reports must be received within fourteen (14) business days after request of said report(s).

32.0 SPECIFIED FILTER TYPE

Pleated air filters must be MERV-8 or MERV-10. Filters to which the Bidder submits pricing must be the following manufacturer/brand or deemed by WCSD as an "equal to or better" substitute filter type:

GLASFLOSS IND. Z-LINE HV AIR FILTER

33.0 AIR FILTER SPECIFICATIONS

33.1 Assembly/Construction

All filters should be a completely disposable panel air filter. The filters should be constructed of high wet strength beverage board frame, pleated synthetic fiber media, galvanized expanded metal support grid bonded to the peripheral interior of the outer frame. Pleated cartridge shall be bonded to the peripheral interior of the outer frame.

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33.2 Filter Media

MERV-8:

Minimum average efficiency should be Range 2 (1.0-3.0 μm $20\% \leq E_2$) and Range 3 (3.0-10.0 μm $70\% \leq E_3$) per ASHRAE 52.2 Minimum Efficiency Reporting Value (MERV). Filter shall be rated a minimum of MERV-8 when tested in accordance with ASHRAE 52.2 Test Standard.

MERV-10: Minimum average efficiency should be Range 2 (1.0-3.0 μm $50\% \leq E_2$) and Range 3 (3.0-10.0 μm $80\% \leq E_3$) per ASHRAE 52.2 Minimum Efficiency Reporting Value (MERV). Filter shall be rated a minimum of MERV-10 when tested in accordance with ASHRAE 52.2 Test Standard.

33.3 Media Support Grid

Media support grid shall have an effective open area of not less than ninety-five (95%) and be bonded to all interior surfaces of the board frame.

33.4 One Inch (1") Filter

MERV-8:

The effective filter media shall have a media area to face ratio of 1.87 and shall contain not less than 15 pleats per linear foot. Initial resistance at 300 FPM approach velocity shall not exceed .12" WG.

MERV-10: The effective filter media shall have a media area to face ratio of 1.97 and shall contain not less than 16 pleats per linear foot. Initial resistance at 300 FPM approach velocity shall not exceed .18" WG.

33.5 Two Inch (2") Filter

MERV-8:

The effective filter media shall have a media area to face ratio of 4.40 and shall contain not less than 15 pleats per linear foot. Initial resistance at 300 FPM approach velocity shall not exceed .23" WG.

MERV-10: The effective filter media shall have a media area to face ratio of 4.40 and shall contain not less than 16 pleats per linear foot. Initial resistance at 300 FPM approach velocity shall not exceed .27" WG.

33.6 Four Inch (4") Filter

MERV-8: The effective filter media shall have a media area to face ratio of 6.80 and shall contain not less than 11 pleats per linear foot. Initial resistance at 500 FPM approach velocity shall not exceed .25" WG.

MERV-10: The effective filter media shall have a media area to face ratio of 4.40 and shall contain not less than 15 pleats per linear foot. Initial resistance at 500 FPM approach velocity shall not exceed .22" WG.

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34.0 ADDITIONAL FILTERS

For the purchase of any additional air filters not awarded specifically under this RFB, Bidders are requested to provide a Baseline Discount percentage (%) where noted on the **PRICE SCHEDULE/SPECIFICATION SHEETS (EXHIBIT A-1 AND EXHIBIT A-2)** that would be applied to additional non-contracted items during the then current term of the contract.

***** **END OF SPECIAL TERMS AND CONDITIONS OF RFB** *****

PUBLIC DISCLOSURE FORM
Section 35.0

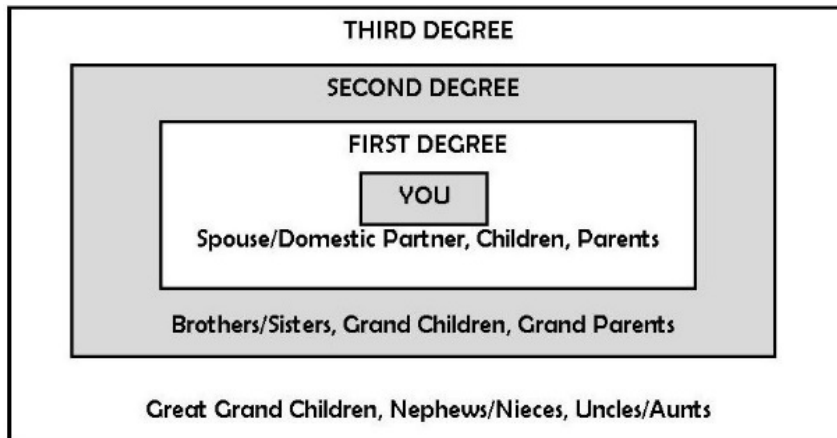
Firm/Agency Name: _____

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

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

I certify and acknowledge by signature below that I am a duly authorized agent of the submitting firm/agency named above and that failure to disclose all facts relative to a conflict or potential conflict of interest (ethical standards) with regards to the specific solicitation to which the firm/agency is submitting to WCSD may result in a rejection of said solicitation submission or termination of any resulting contract/agreement should the above-named firm be awarded.

- A. I certify that I and my firm/agency and/or principals of my firm/agency have no pecuniary/financial interests between WCSD, Officers of WCSD, key employees of WCSD, current and former WCSD Board of Trustees members, and any other current and former WCSD personnel.
- B. To the third degree of consanguinity (refer to chart below), I have listed all of my and firm/agency principals and firm/agency key personnel's personal relationships, partnerships, correlations, and relatives (by blood and/or marriage) between WCSD, Officers of WCSD, key employee of WCSD, current and former WCSD Board of Trustees members and any other current and former WCSD personnel.



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36.0 EXCEPTIONS TO THE TERMS, CONDITIONS AND SPECIFICATIONS

Exceptions to the Terms, Conditions and Specifications of this RFB must be noted in the space provided. Failure to note said exceptions shall be interpreted to convey that Bidder shall perform in the manner described and/or specified. If more space is required, please attach additional sheet(s) referencing RFB title and number.

37.0 RFB RESPONSE AUTHORIZED SIGNATURE - REQUIRED

In compliance with this RFB and subject to all the terms and conditions thereof, the undersigned authorized agent offers and agrees, to furnish any or all of the items herein at the prices, terms and delivery stated by Bidder and as awarded under this RFB. Per Section 1.26, by way of a submitted signed RFB, the Bidder provides a written certification that the Bidder is not currently engaged in, and during the term, shall not engage in, a Boycott of Israel as outlined in NRS 332.065 (effective July 1, 2018).

**SECTION 37.0 MUST BE SIGNED WHETHER OR NOT THERE ARE EXCEPTIONS NOTED ABOVE.
FAILURE TO SIGN BELOW WILL RESULT IN DISQUALIFICATION/REJECTION OF BID.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Company E-Mail Address: _____

Delivery will be completed within: _____ Payment Terms _____

Authorized Agent Name (Printed) _____

Title _____

Direct Email _____

_____ Date _____

AUTHORIZED AGENT SIGNATURE