



**REQUEST FOR BID – PRODUCT**

**RFB TITLE:** Lubrication Products

**RFB NUMBER:** 094-12-06-21

**SCOPE OF RFB:** Washoe County School District (WCSD) is soliciting for bid submissions to provide lubrication products for WCSD's Transportation Department.

**RFB DUE/OPENING DATE & TIME:** Proposals are due on **June 15, 2021 at 2:00 pm (local time)**

The proposals will be opened publicly on June 15, 2021 at 2:30 p.m. (local time) via Zoom (*Refer to Section 1.10.1*).

***NOTE: Bid submissions will NOT be accepted via email, fax, or verbally at any point of time in the RFB process (e.g., withdrawal and/or resubmitting for updated pricing). Only sealed bid submissions will be accepted. Any bid submissions that are otherwise received will be rejected.***

**RFB QUESTIONS/INQUIRIES:** **ALL** questions/inquiries must be submitted in writing via email to [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net) no later than 4:30 pm (local time) on June 1, 2021.

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

**SURETY REQUIREMENT:** **NONE REQUIRED**

**SOLICITATION FACILITATOR:** Jenny Perry, Buyer II

**PUBLISH DATE:** May 21, 2021

**NUMBER OF PAGES IN THIS RFB:** 19

**EXHIBIT(S):** EXHIBIT A - PRICE SCHEDULE/SPECIFICATION SHEET

**GENERAL TERMS AND CONDITIONS OF RFB**

1.0 **BID SUBMISSION GUIDELINES & REQUIREMENTS**

- 1.1 If applicable, Bidder shall possess all pertinent licenses and/or certifications to perform any requested service(s).
- 1.2 If applicable, Bidder shall possess appropriate city and/or county business licenses.
- 1.3 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.
- 1.4 Bidder shall submit the required information typed or written in ink on the forms provided herein only and shall return completed RFB forms according to the instructions stated herein with bid submission.
  - 1.4.1 Bidders are to provide one (1) identical electronic response copy that includes all bid documents, in Microsoft Word, Microsoft Excel, or Adobe PDF, on a CD or flashdrive with sealed bid submission.
- 1.5 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.
- 1.6 An authorized representative of the Bidder's firm must sign where applicable in Section 32.0. An unsigned bid submission will be disqualified and rejected.
- 1.7 Bidder shall submit a completed **PUBLIC DISCLOSURE FORM (Section 30.0)**.
  - 1.7.1 Failure to submit required information may be grounds for disqualification from award.
  - 1.7.2 WCSD reserves the right to accept or reject any exceptions if deemed to be in the best interest of WCSD.
- 1.8 Exceptions to any of the terms, conditions, and specifications in this RFB must be noted in Section 31.0.
  - 1.8.1 Failure to note said exceptions shall be interpreted to convey that the Bidder has proposed to perform in the manner described and/or specified.
  - 1.8.2 WCSD reserves the right to accept or reject any exceptions if deemed to be in the best interest of WCSD.
- 1.9 Bidders submitting bids must submit a Safety Data Sheet (SDS) on each item being bid.
  - 1.9.1 When submitting an SDS, Bidder must identify the applicable bid item as listed on the **PRICE SCHEDULE/SPECIFICATION SHEET (EXHIBIT A)** on the SDS document(s).
- 1.10 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.

**RFB TITLE: LUBRICATION PRODUCTS**  
**RFB #: 094-12-06-21**

1.10.1 Valid bid submissions in a sealed envelope or box are to be labeled using the following format:

Bidder Name: \_\_\_\_\_  
RFB Title: Lubrication Products  
RFB #: 094-12-06-21  
Due Date & Time: June 15, 2021 at 2:00 pm (local time)

The bids will be opened publicly via a ZOOM Meeting on June 15, 2021 at 2:30 pm (local time).

Join Zoom Meeting

<https://zoom.us/j/96011193767?pwd=bVVDU3lYcnJQeHV1dkFTL2kxN08rQT09>

Meeting ID: 960 1119 3767

Passcode: Ni0mJ9

MAIL OR DELIVER RFB SUBMISSION TO:

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

- 1.11 Neither WCSD nor any official 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.
- 1.12 Bidder assumes any and all risks involved with method of dispatch chosen. WCSD assumes no responsibility for Bidder's failure to deliver a bid submission in accordance with the specified receiving point and time stated herein.
- 1.13 For a bid submission to be considered valid, it is mandatory that the bid documents be in a sealed envelope or box and 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.
- 1.13.1 Bid submissions that are sent via email, fax, or verbally will NOT be accepted (refer to Section 1.10).
- 1.14 When a **surety** is required (refer to Page 1), said surety must be submitted with Bidder's bid submission.
- 1.14.1 Said surety shall be issued by a creditable surety company authorized to do business in the State of Nevada.
- 1.14.2 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  
425 East Ninth Street  
Reno, NV 89520-3425  
RE: RFB # \_\_\_\_\_

**RFB TITLE: LUBRICATION PRODUCTS**  
**RFB #: 094-12-06-21**

- 1.14.3 After formal award of the RFB has been made public, surety of the unsuccessful Bidder(s) shall be returned.
- 1.14.4 Depending on the bid requirements, the amount of surety shall not be less than five percent (5%) of the total bid submitted.
- 1.14.5 Said amount to be forfeited to WCSD should Bidder, to whom the contract is awarded, fails to enter the contract in accordance with the RFB.

2.0 WITHDRAWAL OF BID SUBMISSION

- 2.1 A bid submission may be withdrawn by written notification delivered by mail, fax, or e-mail ([solicitations@washoeschools.net](mailto:solicitations@washoeschools.net)), provided such notice is received prior to the date and time outlined in this RFB document.
- 2.2 A request for withdrawal of a bid submission received after the scheduled RFB opening will not be considered.

3.0 LATE BID SUBMISSION

- 3.1 Late bid submissions will NOT be accepted.
- 3.2 Bid submissions may be received any time prior to 2:00 pm (local time) on the specified Due Date.
- 3.3 Any bid submission arriving after the deadline of 2:00 pm (local time) will be returned to its sender unopened.
  - 3.3.1 If the late bid submission arrives via carrier, the Bidder will be given an option on how to have it return (at his/her 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, Bidder may mark the "NO BID" box in Section 32.0 and submit the documents according to the instructions in Section 1.10.1; **OR**
- 4.2 In the event a Bidder chooses not to submit a bid, but wants to remain on the solicitation notification list, Bidder may send a "NO BID" email notification with RFB number in the Subject line to [Solicitations@washoeschools.net](mailto:Solicitations@washoeschools.net)

5.0 WAIVERS & REJECTION OF BID SUBMISSION

- 5.1 WCSD reserves the right to waive any minor informalities or irregularities within any bid response 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 the RFB.

**RFB TITLE: LUBRICATION PRODUCTS**  
**RFB #: 094-12-06-21**

- 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 the RFB.
- E. Cost and/or award of product(s) and/or services exceed budgetary constraints.
- F. Bid submission that lack signature by an authorized representative of bidding firm (refer to Sections 1.6 and 32.0) SHALL be rejected.

**6.0 RFB CLARIFICATIONS & DOCUMENT ACCESSIBILITY**

- 6.1 Any irregularities, lack of clarity, and concerns in the RFB should be brought to the attention of the WCSD's Purchasing Department for correction or clarification.
- 6.2 Bidder should submit such concerns in writing via email to: [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net) prior to RFB DUE/OPENING DATE & TIME.
- 6.3 If the Bidder is unable to download documents from the WCSD website, Bidder can send a request (include all recipient information) via email to: [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net) to receive said document(s). The Purchasing Department will then email the requesting Bidder the related documents.
- 6.4 If the Bidder is a member of DemandStar and has downloaded an RFB document from DemandStar at: [www.demandstar.com](http://www.demandstar.com), Bidder will electronically receive from DemandStar any addenda/amendments issued.

**7.0 RFB ADDENDA & AMENDMENTS**

- 7.1 Along with all documentation required for bid submission, addenda/amendments issued may become an integral part of the RFB. All addenda/amendments are posted at:
  - ❖ WCSD at: <http://www.washoeschools.net/Page/778>
  - ❖ DemandStar at: [www.demandstar.com](http://www.demandstar.com) (*paid Membership required*)
- 7.2 Bidder should acknowledge receipt of addenda/amendments by signing and returning the addenda/amendments with the bid submission. It is the Bidder's responsibility to insure receipt of any addenda/amendments. Failure to submit a signed addendum may result in rejection of a bid submission.

**8.0 BID PRICING INCLUSIONS & 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 when in receipt of an order.
- 8.2 When a bid item is stated "to be installed at site" or "set in position," 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

**RFB TITLE: LUBRICATION PRODUCTS**  
**RFB #: 094-12-06-21**

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 and/or application of that particular item.

- 8.2.2 If installation is required, the awarded Bidder shall make good and to the satisfaction of WCSD, any damage resulting caused by said installation.
- 8.3 Delivery time may be a consideration in the awarding of the RFB, if deemed to be in the best interest of WCSD. Bidder shall state a realistic delivery date including Saturdays, Sundays, and holidays (refer to Section 29.0).
- 8.4 "Prompt Payment" discounts will not be considered in bid evaluation.
- 8.5 In the event of a discrepancy between written words and numerical figures submitted by a Bidder, the amount stated in written words shall govern.
- 8.6 In the event of a discrepancy between a unit price and the extended price, the unit price shall govern.
- 8.7 Bidder is to provide information regarding any relevant manufacturer's warranty for product(s) being bid.
  - 8.7.1 If the cost of a warranty is separate from total bid item price, Bidder must provide pricing of warranty as requested on the **PRICE SCHEDULE/SPECIFICATION SHEET (EXHIBIT A)**.
  - 8.7.2 All lubrication products must be **OEM Warranty Compatible Certified**.
- 9.0 BIDDING PRODUCT ITEMS "AS SPECIFIED" OR "AS EQUAL/SUBSTITUTE"
  - 9.1 All product(s) offered shall be new, currently in production, and of the manufacturer's latest design unless otherwise stated.
  - 9.2 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.
  - 9.3 If Bidder bids an item "AS SPECIFIED," then the Bidder is not required to provide related manufacturer specifications. The Bidder must provide any company-specific product and/or item number on the attached **PRICE SCHEDULE/SPECIFICATION SHEET (EXHIBIT A)**.
    - 9.3.1 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.
  - 9.4 If Bidder bids an item "AS EQUAL/SUBSTITUTE," then the Bidder is required to identify the brand/manufacturer, model number, make, and grade on the attached **PRICE SCHEDULE/SPECIFICATION SHEET (EXHIBIT A)**.
    - 9.4.1 Any proposed product(s) by a Bidder who considers said product(s) be an "AS EQUAL/SUBSTITUTE" to the specified product(s), Bidder must include supporting documentation (e.g., manufacturer technical specifications, data sheets, white

**RFB TITLE: LUBRICATION PRODUCTS**  
**RFB #: 094-12-06-21**

paper, or other documentation) that supports the equivalence to the specified product(s).

9.4.2 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.

9.5 Bid items submitted "AS EQUAL/SUBSTITUTE" will be given equal consideration based upon the following standards:

- A. Specifications
- B. Quality
- C. Design
- D. Utility
- E. Past Performance
- F. Service (which includes repairs, replacement parts, and adjustments)
- G. Price

9.6 The decision of the WCSD with respect to questions of compliance with the RFB specifications shall be final.

10.0 AWARD GUIDELINES & RECOMMENDATION OF AWARD

10.1 Except for RFB award(s) 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 the WCSD's best interest.

10.2 Severability exists regarding acceptance or rejection of any item, group of items, or section unless Bidder has stipulated specific limitations or the 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 RFBs for a period of ninety (90) days from date of opening before awarding or rejecting said responses.

10.5 Bidder(s) are responsible for obtaining the Recommendation of Award. Bidder may obtain the Recommendation of Award by contacting the WCSD's Purchasing Department at [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net) or by calling (775) 850-8025. The Recommendation of Award can also be downloaded from:

- ❖ WCSD at: <http://www.washoeschools.net/page/778>
- ❖ DemandStar at: [www.demandstar.com](http://www.demandstar.com) (*DemandStar requires paid membership*)

11.0 APPEAL BY UNSUCCESSFUL BIDDER

11.1 Any unsuccessful Bidder (Appellant) may appeal WCSD's Recommendation of Award.

11.2 Appellant must submit a notice of protest to the Director of Procurement and Contracts no

**RFB TITLE: LUBRICATION PRODUCTS**  
**RFB #: 094-12-06-21**

later than five (5) business days after the date of the Recommendation of Award.

- 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 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 Appellant's bid submission, up to a maximum bond or other security amount of two hundred fifty thousand dollars (\$250,000).
- 11.4 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.
- 11.5 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.
  - 11.5.1 WCSD will postpone any award action until after the WCSD's Board of Trustees renders a final decision.
  - 11.5.2 Appellant will not seek any type of judicial intervention until WCSD has rendered its final decision on the protest.
- 11.6 If an appeal is granted and a bond was required, the full amount of the posted bond will be returned to Appellant.
- 11.7 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.
- 11.8 WCSD is not liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by Appellant in an RFB process.

12.0 DEBARMENT, SUSPENSION AND OTHER LEGAL MATTERS

- 12.1 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.

*NOTE: Submission of a signed bid in response to this solicitation is 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 agreement that WCSD will be notified of any change in this status.*

- 12.2 If WCSD was required by Nevada Revised Statute (NRS) 332.039.1 to advertise or request a formal sealed bid for this solicitation, then by way of a submitted signed bid, 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,



**RFB TITLE: LUBRICATION PRODUCTS**  
**RFB #: 094-12-06-21**

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 specific to this RFB 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.
- 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 one Bidder's product(s) is the best product(s) or only product(s). 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 RFB.
  - 12.9.1 The awarded Bidder may only benefit from payment for valid service(s) rendered and/or product(s) procured under this RFB and optional tasks contained herein, including identified deliverables in the awarded Bidder's initial bid submission, and any subsequent mutually agreed to, written addendums/amendments to the contract between the awarded Bidder 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.***

Per NRS 332.195 Joinder or Mutual Use of Contracts by Local Governments. Except as otherwise provided in NRS 332.195:

- (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

**RFB TITLE: LUBRICATION PRODUCTS**  
**RFB #: 094-12-06-21**

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 & VERIFICATION

14.1 The awarded Bidder 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 RFB.

14.1.1 The awarded Bidder shall provide WCSD with a Certificate of Insurance (COI) form with Additional Insured Endorsement(s) effecting coverage required.

14.2 The authorized Insurer(s) of the awarded Bidder and/or subsequent insurance company(s) issuing the policy(s) shall have no recourse against the WCSD for payment of any premiums, costs, or assessments under any form of policy.

14.3 The awarded Bidder's authorized Insurer(s) shall have no right of recovery or subrogation against WCSD.

14.4 Any required insurance shall be approved by WCSD and in effect prior to the procurement of any product(s) and/or services rendered by the awarded Bidder 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 the awarded Bidder 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 the awarded Bidder. 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 the WCSD to be named as an "Additional Insured," the COI's "Description of Operations/Locations/Vehicles" section shall state the following:

*The 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 the WCSD, its officers, employees, agents, or volunteers.*

14.8 The COI shall state that any of the described policies are 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.

14.9 Upon renewal of the policies listed, awarded Bidder, or authorized Insurer(s) shall the WCSD

**RFB TITLE: LUBRICATION PRODUCTS**  
**RFB #: 094-12-06-21**

with replacement certificates.

- 14.10 All COIs and relative endorsements are to be received by the awarded Bidder and must be reviewed and approved by the 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 the awarded Bidder to make available/check the wording of all required insurance policies at any time.
- 14.12 The awarded Bidder'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 more than the awarded Bidder's insurance and shall not contribute with it in any way.
- 14.13 Any failure of the awarded Bidder to comply with the reporting provisions of the policies shall not affect coverage provided to the 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 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.
- 15.2 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.
- 15.3 It is understood that the awarded Bidder is responsible for and shall assume payment of all deductibles and/or self-insured retentions.

16.0 GENERAL LIABILITY INSURANCE

- 16.2 During the life of the contract, the awarded Bidder providing product(s) and/or service(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 – COMP/OP Aggregate
- 16.3 Limits shall be equal to the amount carried by the awarded Bidder 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 If applicable to the award of this RFB, during the life of the contract, the awarded Bidder 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:

**RFB TITLE: LUBRICATION PRODUCTS**  
**RFB #: 094-12-06-21**

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

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

18.0 WORKERS' COMPENSATION INSURANCE

18.1 If applicable to the award of this RFB, during the life of the contract, the awarded Bidder 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).

19.0 PROFESSIONAL LIABILITY INSURANCE

19.1 If applicable to the award of this RFB, during the initial term of the resulting contract of this RFB, and for any additional time specified by WCSD thereafter, the awarded Bidder shall maintain Professional Liability Insurance (Errors & Omissions) with minimum limits of at least one million dollars (\$1,000,000).

19.2 WCSD reserves the right to require a higher limit for product(s) and/or service(s) that may constitute said requirement

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

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

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

20.0 CONSUMPTION ESTIMATES, PURCHASE ORDERS, AND PAYMENT

20.1 The quantities appearing in this RFB are approximate only and are estimated for the solicitation of responses.

20.2 Payment to the awarded Bidder will be made only for the actual quantities of product(s) and/or service(s) supplied in accordance with the RFB.

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

20.4 WCSD will not be responsible for product(s) and/or service(s) procured without an official WCSD Purchase Order issued by the Purchasing Department.

20.5 All transactions for product(s) and/or service(s) between WCSD and awarded Bidder (Seller) shall be regulated according to NRS Chapter 104, 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 the awarded Bidder (Seller) and WCSD.

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

**RFB TITLE: LUBRICATION PRODUCTS**  
**RFB #: 094-12-06-21**

- 20.8 When Bidder has completed the contracted service(s) and/or supplied product(s), WCSD representatives may call for an inspection.
- 20.8.1 WCSD may request the awarded Bidder to accompany WCSD's representative to visit the site of service(s) and compare the 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 the awarded Bidder 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 service(s) charges will not be allowed or paid.
- 20.8.4 The awarded Bidder shall always keep WCSD premises free from 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), the awarded Bidder shall remove all waste materials, debris, all tools, construction-related equipment, machinery, and surplus materials.
- 20.8.6 Awarded Bidder 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.
- 20.8.7 Awarded Bidder shall notify WCSD when ready for final inspection.
- 20.9 After approval by WCSD, the awarded Bidder may bill for payment.
- 20.9.1 Invoices are to include the following information:
- A. WCSD Purchase Order number.
  - B. Detailed/itemized description of the services provided.
  - C. Name of the location at which the product(s) were procured from and/or service(s) was rendered.
  - D. Total cost (including any shipping, handling, and/or freight).
- 20.9.2 Interest will NOT be paid on 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.
  - C. For labor, materials, equipment, product(s), still to be furnished and

**RFB TITLE: LUBRICATION PRODUCTS**  
**RFB #: 094-12-06-21**

installed, and/or service(s) yet to be rendered.

21.0 WARRANTY AND GUARANTEE OF SERVICE(S) RENDERED

- 21.1 Bidder warrants that service(s) shall be performed with the degree of skill, care, and judgment customarily accepted as sound quality practice and procedure.
- 21.2 If service(s) provided by the 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) or portion of the service(s) that is unsatisfactory.
- 21.3 The awarded Bidder shall be liable for all costs and expenses incurred in the performance of corrective services, including travel, per diem, etc.
- 21.4 The awarded Bidder shall guarantee all services and equipment provided under this contract to be free from defects of workmanship and material for a period of one (1) year from the date of final acceptance of the service(s) and shall, at his/her own expense, repair and replace all defective services and materials.

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

- 22.1 In case of default by the awarded Bidder(s), WCSD reserves the right to impose and of the following actions:
  - A. Deduct any unpaid balance due to Bidder(s).
  - B. Procure the service(s) and/or 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 or 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 RFB, WCSD reserves the right cancel said contract without termination charge or penalty and written notification shall be made by WCSD to the awarded Bidder should this occur.
- 22.3 The awarded contract may be terminated in whole or in part by WCSD for its convenience, but only after Bidder is given:
  - A. Not less than thirty (30) calendar days' written notice of intent to terminate; and an
  - B. Opportunity for consultation with the WCSD's Director of Procurement and Contracts prior to termination.

23.0 FORCE MAJEURE

**RFB TITLE: LUBRICATION PRODUCTS**  
**RFB #: 094-12-06-21**

- 23.1 Neither party shall be liable for failure and/or delay in performance under any resulting contract of this RFB, in whole or in part, to an act of God, including, but not limited to COVID19, fire, naturally caused explosions and/or flood; employee/company strike, lockout and/or other labor dispute, civil commotion, human caused explosions, and/or sabotage; acts of any government; unforeseen shortages and/or unavailability of fuel, power, transportation, raw materials and/or supplies; inability to obtain and/or delay in obtaining governmental approvals, permits, licenses and/or allocations; and any other causes which are not within either party's reasonable control, whether or not the cause is specifically identified above.
- 23.2 WCSD will not terminate any contract with awarded Bidder 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 service(s) and/or product(s), on a temporary basis, if deemed to be in the best interest of WCSD, until the awarded Bidder can provide contracted product(s) and/or service(s).

24.0 INDEMNIFICATION

- 24.1 The awarded Bidder agrees to defend, indemnify, and hold harmless WCSD, its officers, employees, agents, and volunteers from and against all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, damage, which arises from any service(s) provided under any resulting contract of this RFB, if such injury, loss, and/or damage is due to the gross negligence and/or intentional misconduct of the awarded Bidder and/or any officer, employee, and/or agent of the awarded Bidder in the performance of the contracted service(s) and/or procured product(s).
  - 24.1.2 The awarded Bidder agrees to indemnify and hold the WCSD harmless from any claim involving patent infringement and/or copyrights on any procured product(s) under this RFB.
- 24.2 WCSD agrees to defend, indemnify, and hold harmless the awarded Bidder, 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) and/or product(s) provided under any resulting contract of this RFB, if such injury, loss, and/or damage is due to the gross negligence and/or intentional misconduct of WCSD and/or any officer, employee, and/or agent of WCSD subject to the provisions of NRS 41, including, but not limited to NRS 41.035.
- 24.3 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.
- 24.4 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 AND CONDITIONS OF RFB \* \* \* \* \***

**SPECIAL TERMS AND CONDITIONS OF RFB**

25.0 SCOPE OF RFB

25.1 WCS D is soliciting for bid submissions to provide lubrication products for WCS D’s Transportation Department.

26.0 CONTRACT TERM AND RENEWAL

26.1 It is the intent of WCS D to award a contract for this RFB upon obtaining award approval by the Chief Financial Officer on or around July 14, 2021 for an initial term of one (1) year beginning July 15, 2021 and ending July 14, 2022 with three (3) optional one (1) year renewals, providing the terms and conditions remain unchanged.

27.0 PRICE ADJUSTMENT / COST ESCALATION

27.1 Pricing provided by Bidder shall not increase during the initial contract term.

27.2 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 product(s) to be procured, because of award of this RFB, adjust the prices of product(s) to all dealers or distributors.

27.2.1 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.

27.3 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%).

28.0 BASIS OF AWARD

28.1 This RFB will be awarded on an item-by-item basis.

29.0 DELIVERY

29.1 Unless otherwise specified by Bidder, delivery of any materials shall be completed within forty-eight (48) hours after receipt of a WCS D Purchase Order.

29.2 Failure to deliver within the time specified may be grounds for considering the awarded Bidder(s) as “non-responsive” and may be grounds for termination of any existing contract(s) and/or order(s) and rejection of future RFBs on the basis that the Bidder(s) is “non-responsive and/or “non-responsible”.

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



**PUBLIC DISCLOSURE FORM**  
**Section 30.0**

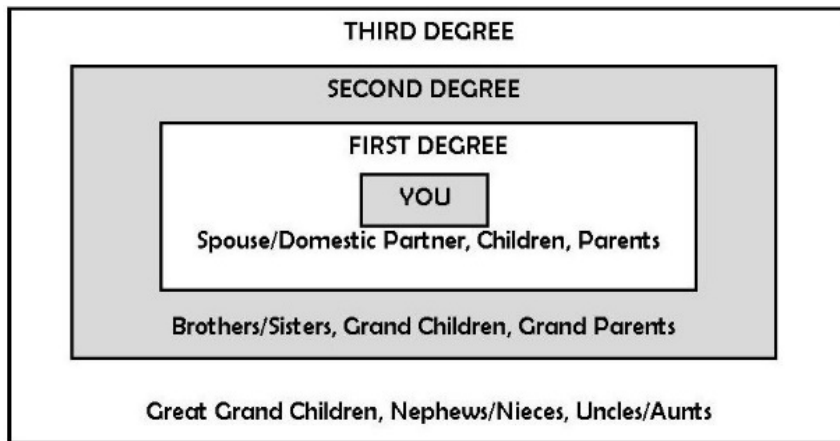
Firm/Agency Name: \_\_\_\_\_

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, emolument, or economic opportunity, including, but not limited to, unlawful compensation, salary, retainer, augmentation, expense allowance, commission, personal profit, pecuniary interest while 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 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.



**RFB TITLE: LUBRICATION PRODUCTS**  
**RFB #: 094-12-06-21**

Please complete form below. Additional sheets may be attached if necessary. Write in **N/A** in any box if not applicable.

Submitting Firm Employee Name (First, Last)	Title / Position	Relations / Association to WCSD Personnel	Name of WCSD Personnel	Pecuniary Interest (Y or N)

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RFB TITLE: LUBRICATION PRODUCTS**  
**RFB #: 094-12-06-21**

31.0 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 propose to perform in the manner described and/or specified. If more space is required, please attach additional sheet(s) referencing RFB title and number.

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32.0 RFB SUBMISSION AUTHORIZED SIGNATURE

In compliance with this RFB and subject to all the terms, conditions, and specifications thereof, the undersigned authorized agent offers and agrees that if this RFB is awarded, the company named below will furnish any or all the items herein at the prices, terms, and delivery stated. Per Section 12.1, by way of a submitted signed bid, the Bidder provides a written certification that the Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency AND per Section 12.2 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).

***NOTE: This section must be signed to be considered valid. Failure to sign below will result in rejection of bid. Unsigned bid submissions will NOT be accepted.***

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**PER SECTION 4.0 CHECK HERE FOR  
NO BID \_\_\_\_\_ AND RETURN AS INSTRUCTED.**

Company E-Mail Address: \_\_\_\_\_

Delivery will be completed within: \_\_\_\_\_ Payment Terms \_\_\_\_\_

\_\_\_\_\_  
Authorized Agent Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Direct Email

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Authorized Agent Signature**