



**REQUEST FOR BID – PRODUCT**

**RFB TITLE:** MILK AND OTHER DAIRY PRODUCTS

**RFB NUMBER:** 020-02-09-21

**SCOPE OF RFB:** Washoe County School District (WCSD) is soliciting for RFB submissions to provide milk and other dairy products to be used in all schools and WCSD's Nutrition Services Center.

**RFB DUE DATE & TIME:** **Thursday, September 3, 2020 at 2:00 pm (local time)**

**RFB OPENING DATE & TIME:** Thursday, September 3, 2020 at 2:30 pm (local time) via Zoom  
*(Refer to Section 1.18)*

**RFB QUESTIONS:** 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 August 20, 2020.

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

**SURETY REQUIREMENT:** **NOT REQUIRED**

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

**PUBLISH DATE:** August 13, 2020

**NUMBER OF PAGES IN THIS RFB:** 17

**EXHIBIT(S):** Exhibit A – Milk Delivery Sites 2020-2021  
Exhibit B – 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](mailto: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](http://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 insure 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](mailto:solicitations@washoeschools.net) with name, address, phone, and 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](http://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 "General Terms and Conditions of RFB," may be rejected.
- 1.5 The person signing the RFB must initial erasures or other changes in ink. An unsigned RFB submission shall be disqualified/rejected (also refer to Section 8.0).
- 1.6 An authorized representative of Bidder's firm must sign this RFB document (Section 35.0). An unsigned RFB submission may be grounds for disqualification.
- 1.7 Bidder shall proofread his/her RFB submission carefully for errors.
- 1.8 Prices quoted shall be F.O.B. destination and exclusive of federal, state and local taxes. No shipping charges will be allowed.
- 1.9 In the event of a discrepancy between written words and numerical figures, the amount stated in written words shall govern.
- 1.10 In the event of a discrepancy between a unit price and the extended price, the unit price shall govern.
- 1.11 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.

- 1.12 All equipment or supplies offered shall be new, currently in production and of the manufacturer's latest design unless otherwise stated.
- 1.13 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 # and grade on the included **Price Schedule/Specification Sheet (Exhibit B)**. Failure to do so may result in rendering that particular bid 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 they consider to be a "substitute" 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 a "substitute" that are specified 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
  - 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.
- 1.14 Exceptions to the Terms, Conditions and Specifications of this RFB must be noted in the space provided at the end of this RFB (Section 34.0). Failure to note said exceptions shall be interpreted to convey that Bidder shall propose to perform in the manner described and/or specified. The WCSD reserves the right to accept or reject any exceptions based on the best interest of the WCSD.
- 1.15 Bidder to provide information regarding the manufacturer's warranty for all equipment being bid.

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- 1.16 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 Sheet (Exhibit B)**.
- 1.17 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.
- 1.18 RFB responses and acknowledged Addenda shall be submitted in a sealed envelope or box and labeled using the following format:

Vendor Name: \_\_\_\_\_  
RFB Title: MILK AND OTHER DAIRY PRODUCTS  
RFB #: 020-02-09-21  
Due Date & Time: Thursday, September 3, 2020 at 2:00 pm (local time)

Mail or Deliver RFB To: Washoe County School District  
Purchasing Department, Room 0  
14101 Old Virginia Road  
Reno, NV 89521-8912

The bids will be opened publicly via a ZOOM Meeting on Thursday, September 3, 2020 at 2:30 pm (local time) to accommodate the social distancing guidelines.

Join Zoom Meeting  
<https://zoom.us/j/92041302544?pwd=ZzNXaTE0eW14Zncvb1J0cmYzZEVVUT09>

Meeting ID: 920 4130 2544  
Passcode: RnY4EW

- 1.19 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.
- 1.20 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
- 1.21 Neither the WCSD nor any official or employee thereof shall be responsible for the pre/post-opening of, or failure to open an RFB response not properly addressed, identified or mislabeled.
- 1.22 RFB responses submitted verbally by telephone, by fax, or electronically via email will NOT be accepted.
- 1.23 When a **surety** is required, 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 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.
- 1.24 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.

1.25 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.**

1.26 If WCSD was required by NRS 332.039.1 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](mailto: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.

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 successful Bidder 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), Bidder 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 successful Bidder's response, and any additional agreement submitted by the successful Bidder, the language in this RFB document shall take precedence.

7.0 ASSIGNMENT

Any attempt by Bidder 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 35.0).
- 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.
- 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](http://www.demandstar.com) (*DemandStar requires paid membership*)

9.2 Bidder may also 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.

#### 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 six (6) calendar 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 an 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.

#### 11.0 CONSUMPTION ESTIMATES

The quantities appearing in this RFB are approximate only and are estimated for the solicitation of responses. Payment to the successful Bidder 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 successful Bidder, 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 Bidder 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.

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 selection of Bidder to supply services, WCSD is neither endorsing nor suggesting that Bidder's service is the best or only solution. Bidder agrees to make no reference to WCSD in



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any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of WCSD.

18.0 BID BOND

18.1 When a surety/bond is required, 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 # \_\_\_\_\_

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 Bidder chosen 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 Bidder 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.

21.0 CONTRACT TERM AND RENEWAL

It is the intent of WCSD to award a contract for this RFB upon obtaining award approval by the WCSD's Board of Trustees on September 22, 2020, for an initial term of two (2) years beginning October 10, 2020 and ending October 9, 2022, with three (3) additional optional one (1) year renewals, providing the terms and conditions remain unchanged.

During the term(s) of a contract awarded under this solicitation, additional purchases not included in this solicitation list and resulting awarded contract may become necessary and benefit the program. Both parties agree that the aggregate value of added purchases during each year of the contract, if renewable, shall not exceed ten percent (10%) of the estimated total value of the contract. The total value of the contract must be agreed upon and the dollar value listed in every contract and contract renewal. Such additions may be included in the awarded contract list during the contract renewal through a contract amendment, and the total contract value adjusted accordingly. For each contract renewal, the total actual value of the contract in the preceding year and the additions made during

the contract term, will be the basis for determining the maximum dollar amount (not to exceed 10%) of additional goods that will be allowed during the next contract renewal year.

**22.0 PRICE ADJUSTMENT**

- 22.1 Pricing provided by Bidder shall not increase during first ninety (90) days of the contract term.
  
- 22.2 Following the expiration of the above ninety (90) day price hold requirement and in the event of a commodity increase or decrease in accordance with changes set by the USDA Federal Milk Marketing Orders (FMMO's), WCSD may allow, upon presentation of suitable supporting evidence in the form of a mutually agreed upon geographical or national index, and thirty (30) calendar day advance written notification, an increase or decrease to the original bid price.
  
- 22.3 After the initial ninety (90) days of the contract term, an operational price adjustment may be reviewed/authorized. WCSD may grant a price increase or decrease 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 or decrease may be authorized and may be equal to only that increase or decrease by the manufacturers or distributors of that market. Prior to permitting any increase or decrease, evidence of such an increase or decrease, in the form of a letter on the manufacturer's/distributor's letterhead shall be provided to the Solicitation Facilitator (refer to Page 1) no later than thirty (30) days prior to the proposed price increase or decrease. Letter shall include name of manufacturer/distributor, series or product numbers of the Bid item being increased or decreased, the amount and effective date of any and all increases or decreases to all dealers and distributors. In any case, the operational price increase may not be greater than five percent (5%).

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

**SPECIAL TERMS AND CONDITIONS OF RFB**

23.0 SCOPE OF RFB

WCSD is soliciting bids to provide milk and other dairy products to be used in all schools and WCSD's Nutrition Services Center.

24.0 DELIVERY

24.1 Deliveries are to be made on Monday through Friday of each week to each school within WCSD (excluding Gerlach and Johnson Elementary School) and to the Nutrition Services Center in the amount requested by each site. Due to school holidays, vacations, and student participation in the lunch program, some adjustments will be made to the delivery schedule during the year. **Each school must be allowed to have a delivery no less than every other day.**

24.2 Milk must be delivered to all locations at a temperature not to exceed forty degrees (40°) Fahrenheit.

24.3 One (1) copy of the delivery voucher, priced, dated and extended, signed by the person receiving the shipment shall be left at time of delivery. Deliveries for the last day of the month must be included on the invoice for that month. Invoices shall be mailed to the Nutrition Services Department (address below) by the 10th of the following month.

WCSD Nutrition Services  
585 Spice Islands Court  
Sparks, Nevada 89431

24.4 Failure to deliver within the time specified may be grounds for considering the successful Bidder(s) as "non-responsive." This may be grounds for termination of any existing contract(s) and/or order(s) and rejection of future Bids on the basis that the Bidder(s) is not responsible.

24.5 Due to the high volume of meals and storage space, some school sites may require 4 and/or 5 days delivery to school site.

25.0 REQUIRED INSURANCE COVERAGE & VERIFICATION

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

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

25.2 The required insurance shall be in effect prior to any services rendered and/or products procured from the awarded Bidder by WCSD and shall continue in force as appropriate until the completion of the contract term.

- 25.3 The "ACCORD 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.
- 25.4 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
- 25.5 For the purpose of 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 Proposer'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.*
- 25.6 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 Proposer or the authorized Insurer without a replacement COI being provided to WCSD during the life of the contract.
- 25.7 Upon renewal of the policies listed, awarded Bidder or authorized Insurer(s) shall furnish the WCSD with replacement certificates.
- 25.8 The awarded Bidder shall furnish WCSD with COI with Additional Insured Endorsement(s) effecting coverage required.
- 25.9 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 any services being rendered and/or products procured.
- 25.10 Although not a standard practice of WCSD, WCSD reserves the right to require of the awarded Bidder to make available to WCSD for review complete, "certified" copies of all required insurance policies at any time.
- 25.11 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 in excess of the awarded Proposer's insurance and shall not contribute with it in any way.
- 25.12 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.

26.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

- 26.1 Any deductibles or self-insured retentions must be declared to and approved by the WCSD before work commences.

- 26.2 The 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.
- 26.3 The 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.
- 26.4 It is understood that the successful Bidder is responsible for and shall assume payment of all deductibles and/or self-insured retentions.

27.0 GENERAL LIABILITY INSURANCE

- 27.1 The successful Bidder 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.
- 27.2 During the life of the contract, the awarded Bidder providing service to WCSD shall maintain comprehensive General Liability Insurance with the following coverages through a licensed insurance carrier(s) and having a current *A.M. Best* rating of A-:VII or better and approved by the WCSD prior to any services being rendered and/or products procured.
  - 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
- 27.3 Limits shall be equal to the amount carried by the successful 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.

28.0 AUTOMOBILE LIABILITY INSURANCE

If applicable, during the life of the contract, the awarded Bidder 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 *A.M. Best* rating of A-:VII or better and approved by the WCSD. Limits shall be equal to the amount carried by the successful Bidder but shall not be less than one million dollars (\$1,000,000) per occurrence.

29.0 WORKERS' COMPENSATION INSURANCE

If applicable, 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).

30.0 BASIS OF AWARD

WCSD intends to award this RFB as an ALL OR NOTHING basis to one (1) vendor.

31.0 REGULATIONS AND REQUIREMENTS

- 31.1 All milk products offered in response to this RFB request must be manufactured, packaged and delivered in accordance with current Nevada State Health Department and Dairy Commission Regulations.
- 31.2 Milk and containers must meet all other federal, state and local laws, ordinances, and regulations that are applicable to the production, distribution, sale, and consumption of milk.
- 31.3 All "code dated products" offered on this RFB must have a minimum of fourteen (14) days shelf life at time of delivery.
- 31.4 The awarded Vendor(s) shall pick up and credit milk on hand prior to weeklong holidays or school closing lasting five (5) days or longer.
- 31.5 Federal regulations require that to the maximum extent possible, only domestic products will be purchased for use in the National School Lunch Program. This requirement must be strictly adhered to.
- 31.6 Only products of U.S. origin will be purchased under this RFB. Products must conform to all provisions of the Pure Food and Drug Administration and all such provisions of the federal, state, and local governments shall apply. Only those products that have been tested and proven to be satisfactory under actual conditions by WCSD personnel will be accepted. WCSD reserves the right to consider bids not in accordance with the specifications to be "non-responsive".

32.0 DAMAGED PRODUCTS

Any leaking, damaged, or unlabeled containers will be rejected and returned at the Vendor's expense. Once notified of the defective product, the Vendor has up to two (2) business days to pick the product up. If not picked up in that timeframe, the product will be disposed of and a credit will be taken towards the amount owed. Repackaged products are not acceptable.

33.0 REPORTS

Vendors shall be required to submit usage reports to the Nutrition Services Department at the end of each month. These reports shall be submitted within ten (10) calendar days of the new month.

32.0 PUBLIC DISCLOSURE

Bidder shall submit a completed **PUBLIC DISCLOSURE FORM** (Section 33.0). Failure to submit required information may be grounds for disqualification from award.

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

**PUBLIC DISCLOSURE FORM**  
**Section 33.0**

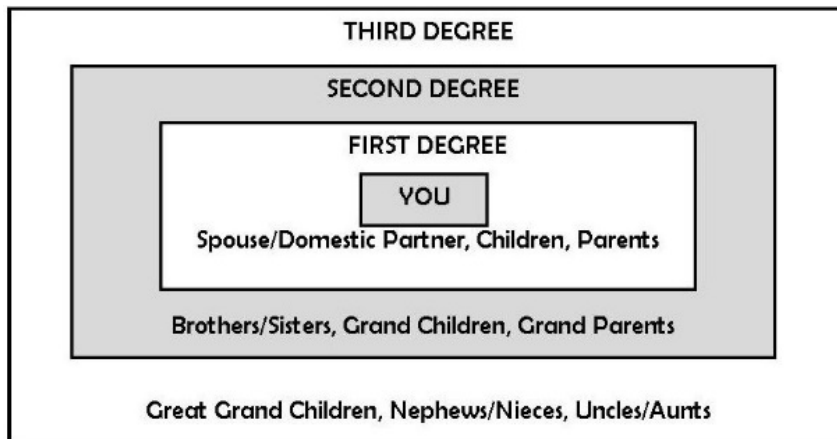
Firm/Agency Name: \_\_\_\_\_

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 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.



**RFB TITLE:** MILK AND OTHER DAIRY PRODUCTS  
**RFB #:** 020-02-09-21

Please complete form below. Additional sheets may be attached if necessary. Write in **N/A** if non-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: \_\_\_\_\_



34.0 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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35.0 RFB RESPONSE AUTHORIZED SIGNATURE

In compliance with this RFB and subject to all the terms and conditions thereof, the undersigned authorized agent offers and agrees, if this RFB is accepted to furnish any or all of the items herein at the prices, terms and delivery stated. 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). **This section must be signed whether or not there are exceptions noted above. Failure to sign below will result in rejection of bid. No unsigned bid will be accepted.**

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**

**MILK DELIVERY SITES  
2020-2021**

*\* Washoe County School District reserves the right to add or remove sites from this list as necessary \**

**CENTRAL KITCHEN**

Nutrition Services Center	325-8410	585 Spice Islands Court Sparks, NV 89431
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**HIGH SCHOOLS**

Academy of Arts Careers and Technology (AACT)	327-3920	380 Edison Way Reno, NV 89502
Damonte Ranch	851-5656	10500 Rio Wrangler Pkwy. Reno NV 89521
Galena	851-5630	3600 Butch Cassidy Way Reno, NV 89511
Hug, Procter R.	333-5300	2880 Sutro St. Reno, NV 89512
Incline	832-4260	499 Village Blvd. Incline Village, NV 89451
McQueen, Robert	746-5880	6055 Lancer St. Reno, NV 89523
North Valleys	677-5499	1470 E. Golden Valley Rd. Reno, NV 89506
Reed, Edward C.	353-5700	1350 Baring Blvd. Sparks, NV 89434
Reno	333-5050	395 Booth St. Reno, NV 89509
Spanish Springs	425-7733	1065 Eagle Canyon Dr. Sparks, NV 89441
Sparks	353-5550	820 15 <sup>th</sup> St. Sparks, NV 89431
Washoe Inspire Academy	857-3181	1155 Corporate Blvd. Reno, NV 89502
Innovations HS	333-5150	777 E. 2 <sup>nd</sup> Street, Reno, NV 89503
Wooster, Earl	33-5100	1331 E. Plumb Ln. Reno, NV 89502

**MIDDLE SCHOOLS**

Billinghurst, B.D.	746-5870	6685 Chesterfield Ln. Reno, NV 89523
Clayton, Archie (PreAP)	746-5860	1295 Wyoming Ave. Reno, NV 89503
Cold Springs	677-5433	18235 Cody Court Reno, NV 89508
Depoali, Kendyl	852-6700	9300 Wilbur May Parkway Reno, NV 89521
Desert Skies	674-4915	7550 Donatello Drive, Sun Valley, NV 89433
Dilworth, George L.	353-5740	255 Prater Way Sparks, NV 89431
Herz, Marce	851-5629	13455 Thomas Creek Rd, Reno, NV 89511
Incline	832-4220	931 Southwood Blvd. Incline Village, NV 89451
Mendive, Lou	353-5990	1900 Whitewood Dr. Sparks, NV 89434
O'Brien, William (STEM)	677-5420	10500 Stead Blvd. Reno, NV 89506
Picollo, Marvin	851-5650	900 Foothill Road, Reno, NV 89511
Pine, Edward L.	689-2550	4800 Neil Road Reno, NV 89502
Shaw, Yvonne	425-7777	600 Eagle Canyon Dr. Sparks, NV 89441
Sky Ranch	626-0060	1200 Windmill Farms, Sparks, NV 89436
Sparks	353-5770	2275 18 <sup>th</sup> St. Sparks, NV 89431
Swope, Darrel C.	333-5330	901 Keele Dr. Reno, NV 89509
Traner, Fred W.	333-5130	1700 Carville Dr. Reno, NV 89512
Vaughn, E. Otis	333-5160	1200 Bresson Ave. Reno, NV 89502

**CHARTER SCHOOLS**

Bailey	323-6767	210 Gentry Way Reno, NV 89502
Mariposa	826-4040	3875 Glen St, Reno, NV 89502
Sierra Nevada Academy	677-4500	13880 Stead Blvd, Reno, NV 89506

## ELEMENTARY SCHOOLS

Allen, Lois	674-4430	5155 McGuffy Rd. Sun Valley, NV 89433
Anderson	689-2500	1055 Berrum Ln. Reno, NV 89509
Beasley, Bud	626-5250	2100 Canyon Pkwy. Sparks, NV 89436
Beck, Jessie	689-2520	1900 Sharon Way, Reno, NV 89509
Bennett, Esther	674-4444	5900 Sidehill Drive, Sun Valley, NV 89433
Bohach, John C.	626-0062	1100 Windmill Farms Pkwy, Sparks, NV 89436
Booth, Libby	333-5140	1450 Stewart Street, Reno, NV 89502
Brown	851-5600	13815 Spelling Court, Reno, NV 89511
Cannan, Rita	353-5750	2450 Cannan Street, Reno, NV 89512
Caughlin Ranch	689-2600	4885 Village Green Parkway, Reno, NV 89519
Corbett, Roger	333-5180	1901 Villanova Drive, Reno, NV 89502
Desert Heights	677-5444	13948 Mt. Bismark Street, Reno, NV 89506
Diedrichsen, Lloyd	353-5730	1735 Del Rosa Way, Sparks, NV 89434
Dodson, Edwin	689-2530	4355 Houston, Reno, NV 89502
Donner Springs	689-2626	5125 Escuela Way, Reno, NV 89502
Double Diamond	850-6212	1200 S. Meadows Pkwy, Reno, NV 89521
Drake, Florence	353-5510	2755 4th Street, Sparks, NV 89431
Duncan, Glenn (STEM)	333-5190	1200 Montello Street, Reno, NV 89512
Dunn, Katherine	353-5520	1135 O'Callaghan Drive, Sparks, NV 89434
Elmcrest	746-5850	855 McDonald Drive, Reno, NV 89503
Gomes, Nancy	677-5440	3870 Limkin Street, Reno, NV 89508
Gomm, Roy	333-5000	4000 Mayberry Drive, Reno, NV 89519
Greenbrae	353-5530	1840 4th Street, Sparks, NV 89431
Hall, Jesse	425-7755	185 Shelby Dr. Sparks, NV 89436
Hidden Valley	857-3150	2115 Alphabet Drive, Reno, NV 89502
Huffaker	689-2510	980 Wheatland Road, Reno, NV 89511
Hunsberger, Ted	851-7095	2505 Crossbow Court, Reno, NV 89511
Hunter Lake	333-5040	909 Hunter Lake Drive, Reno, NV 89509
Incline	832-4250	915 Northwood Blvd. Incline Village, NV 89451
Juniper, Lena	353-5540	225 Queen Way, Sparks, NV 89431
Lemelson Stem Academy, Dorothy	333-5080	2001 Soaring Eagle Drive, Reno, NV 89512
Lemmon Valley	677-5460	255 West Patrician Drive, Reno, NV 89506
Lenz, Elizabeth	851-5620	2500 Homeland Drive, Reno, NV 89511
Lincoln Park	353-5570	201 Lincoln Way, Sparks, NV 89431
Loder, Echo	689-2540	600 Apple Street, Reno, NV 89502
Mathews, Bernice	353-5950	2750 Elementary Drive, Reno, NV 89512
Maxwell, Alice	353-5580	2300 North Rock Blvd, Sparks, NV 89431
Melton, Rollan	746-7440	6575 Archimedes Lane, Reno, NV 89523
Mitchell, Robert	353-5590	1216 Prater Way, Sparks, NV 89431
Moss, Marvin	353-5507	2200 Primio Way, Sparks, NV 89434
Mount Rose	333-5030	915 Lander Street, Reno, NV 89509
Natchez	351-1902	P.O. Box 130, Wadsworth, NV 89442
Palmer, Virginia	674-4400	5890 Klondike, Sun Valley, NV 89433
Peavine	746-5840	1601 Grandview Avenue, Reno, NV 89503
Pleasant Valley	849-0255	405 Surrey Drive, Reno, NV 89511
Poulakidas, Nick	852-6570	9600 Mojave Sky Drive, Reno, NV 89521
Risley, Agnes	353-5760	1900 Sullivan Lane, Sparks, NV 89431
Sepulveda, Miguel	626-5257	5075 Ion Dr. Sparks, NV 89436
Silver Lake	677-5400	8719 Red Baron Blvd. Reno, NV 89506
Smith, Alice L.	677-5410	1070 Beckwourth Drive, Reno, NV 89506
Smith, Kate M.	353-5720	1925 F Street, Sparks, NV 89431
Smithridge (STEM)	689-2560	4801 Neil Road, Reno, NV 89502
Spanish Springs	425-7710	100 Marilyn Mae Drive, Sparks, NV 89441
Stead	677-5480	10580 Stead Blvd., Reno, NV 89506
Sun Valley	674-4420	5490 Leon Drive, Sun Valley, NV 89433
Taylor, Alyce	425-7700	252 Egyptian Way, Sparks, NV 89441
Towles, Mamie	746-5820	2800 Kings Row, Reno, NV 89503
Van Gorder, Ed	425-7722	7650 Campello Drive, Sparks, NV 89436
Verdi	345-8100	250 Bridge Street, Verdi, NV 89439
Veterans Memorial (STEM)	333-5090	1200 Locust Street, Reno, NV 89502
Warner, Grace	746-5830	3075 Heights Drive, Reno, NV 89503
Westergard, George	746-5800	1785 Ambassador Drive, Reno, NV 89523
Whitehead, Jerry	626-5200	3570 Waterfall Drive, Sparks, NV 89434
Winnemucca, Sarah	746-5810	1349 Backer Way, Reno, NV 89523

<b>EXHIBIT B - PRICE SCHEDULE/SPECIFICATION SHEET</b>			
<b>MILK AND OTHER DAIRY PRODUCTS - RFB # 020-02-09-21</b>			
<b>QUANTITIES AND PRODUCT DESCRIPTIONS</b>			
<b>**Quantities are estimates and may be decreased due to COVID19 pandemic and distance learning.**</b>			
<b>ITEM #1 Milk, White, 1%, 8 oz. carton (1/2 pint) (To be delivered to each school site. See Exhibit A.)</b>			
MFG.	ESTIMATED ANNUAL QUANTITY	UNIT COST	EXTENDED COST
	2,500,000	\$ -	\$ -
<b>ITEM #2 Milk, White, Non Fat, 8 oz. carton (1/2 pint) (To be delivered to each school site. See Exhibit A.)</b>			
MFG.	ESTIMATED ANNUAL QUANTITY	UNIT COST	EXTENDED COST
	700,000	\$ -	\$ -
<b>ITEM #3 Milk, Chocolate, Non Fat, 8 oz. carton (1/2 pint) (To be delivered to each school site. See Exhibit A.)</b>			
MFG.	ESTIMATED ANNUAL QUANTITY	UNIT COST	EXTENDED COST
	2,000,000	\$ -	\$ -
<b>ITEM #4 Milk, Chocolate, 1%, 8 oz. carton (1/2 pint) (To be delivered to each school site. See Exhibit A.)</b>			
MFG.	ESTIMATED ANNUAL QUANTITY	UNIT COST	EXTENDED COST
	2,000,000	\$ -	\$ -
<b>ITEM #5 Milk, Strawberry, Non Fat, 8 oz. carton (1/2 pint) (To be delivered to each school site. See Exhibit A.)</b>			
MFG.	ESTIMATED ANNUAL QUANTITY	UNIT COST	EXTENDED COST
	400,000	\$ -	\$ -
<b>ITEM #6 Milk, White, Whole, 1 Gallon (To be delivered to Nutrition Services Center/Central Kitchen only.)</b>			
MFG.	ESTIMATED ANNUAL QUANTITY	UNIT COST	EXTENDED COST
	300	\$ -	\$ -
<b>ITEM #7a Fruit Yogurt, 4 ounce--variety of flavors to be determined at time of order placement. Yogurt to be credible under USDA guidelines as 1 meat/meat alternate; may not contain high fructose corn syrup, artificial colors or artificial flavors; must be less than 23 grams of sugar per 6 ounce portion. (To be delivered to Nutrition Services Center/Central Kitchen only.)</b>			
MFG.	ESTIMATED ANNUAL QUANTITY	UNIT COST	EXTENDED COST
	250,000	\$ -	\$ -
<b>ITEM #7b Fruit Yogurt, 4 ounce--variety of flavors to be determined at time of order placement. Yogurt to be credible under USDA guidelines as 1 meat/meat alternate; may not contain high fructose corn syrup, artificial colors or artificial flavors; must be less than 23 grams of sugar per 6 ounce portion. (To be delivered to each school site. See Exhibit A.)</b>			
MFG.	ESTIMATED ANNUAL QUANTITY	UNIT COST	EXTENDED COST
	250,000	\$ -	\$ -
<p>WCSD RESERVES THE RIGHT TO ADD ITEMS TO THIS BID IN ACCORDANCE WITH UNITED STATES DEPARTMENT OF AGRICULTURE MEMORANDUM NSLP 2018-17 ISSUED FEBRUARY 13, 2018. ADDITIONAL PURCHASES NOT INCLUDED IN THIS SOLICITATION LIST AND RESULTING AWARDED CONTRACT MAY BE ADDED GIVEN BOTH PARTIES AGREE THAT THE AGGREGATE VALUE OF ADDED PURCHASES DURING EACH YEAR OF THE CONTRACT, IF RENEWABLE, SHALL NOT EXCEED 10% OF THE ESTIMATED TOTAL VALUE OF THE CONTRACT.</p>			