



REQUEST FOR BID (PRODUCT)

BID TITLE: **HAND SOAP DISPENSERS AND HAND SOAP**

BID NUMBER: **054-05-11-19**

BID DUE / OPENING DATE & TIME: December 19, 2018 at **2:00 P.M. (local time)**

BID QUESTIONS: ALL questions/inquiries must be submitted in writing via email to solicitations@washoeschools.net no later than 5:00 P.M. (local time) on November 21, 2018.

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

SURETY REQUIREMENT: **NOT REQUIRED**

PURCHASING DEPT. FACILITATOR: Dawn Allshouse, Buyer II

PUBLISH DATE: November 7, 2018

NUMBER OF PAGES IN THIS BID: 19

BID TITLE: HAND SOAP DISPENSERS AND HAND SOAP

BID #: 054-05-11-19

GENERAL TERMS AND CONDITIONS OF BID

1.0 SUBMISSION OF BID

- 1.1 Bidder shall examine all drawings, specifications, attachments, special instructions, terms and conditions of the Bid. Failure to do so will be at Bidder's risk.
- 1.2 Any irregularities or lack of clarity in the Bid should be brought to the attention of the Washoe County School District's (WCSD) Purchasing Department for correction or clarification.
- 1.3 Along with all Bid documentation required for submission, Addenda issued may become an integral part of this Bid. All Addenda are posted on the WCSD Purchasing website at <http://www.washoeschools.net/Page/778> under "Purchasing Current Bid & Quote Opportunities" and on DemandStar at: www.demandstar.com (*paid Membership required*)
 - Bidder must acknowledge receipt of Addenda by signing and returning with the original Bid 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 Bid.
 - To insure that Bidder receives any Addenda issued on a Bid downloaded from the WCSD website, Bidder must notify the WCSD's Purchasing Department at (775) 850-8025 or email solicitations@washoeschools.net with name, address, phone, and fax numbers. Once this is done, Purchasing will automatically send any Addenda documents required by this Bid.
 - If Bidder is a member of DemandStar and has downloaded a Bid document from DemandStar at www.demandstar.com, Bidder will electronically receive from DemandStar any Addenda issued.
- 1.4 Bidder shall furnish the required information typed or written in ink on THIS form only. Bidder shall return WCSD's COMPLETED ORIGINAL BID DOCUMENTS. Incomplete Bid documents, which do not incorporate "General Terms and Conditions of Bid," may be rejected.
- 1.5 The person signing the Bid must initial erasures or other changes in ink.
- 1.6 An authorized representative of Bidder's firm must sign this Bid document. An unsigned Bid shall be disqualified.
- 1.7 Bidder shall proofread his/her Bid 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 difference between written words and figures, the amount stated in written words shall govern.
- 1.10 In the event of a difference 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 shall be a consideration in award of Bid.

BID TITLE: HAND SOAP DISPENSERS AND HAND SOAP

BID #: 054-05-11-19

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 his request for Bids 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. 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 quote prices for each. When the make and grade of the article is not stated by the Bidder, it will be understood that Bidder is offering a standard of quality, design and utility equal to that specified in this request for Bids.

➤ Bidders proposing equipment they consider to be "equal 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 Bid submission, the vendor may be considered "non-responsive" and the Bid may be rejected. Similar equipment from other manufacturers considered "equal to" 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 Bid specifications shall be final.

1.14 Exceptions to the Terms, Conditions and Specifications of this Bid must be noted in the space provided at the end of this Bid (Section 32.0) 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.

1.16 All suppliers 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 seven-digit stock number where applicable.

BID TITLE: HAND SOAP DISPENSERS AND HAND SOAP

BID #: 054-05-11-19

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 Bids and Addenda shall be submitted in a sealed envelope or box and labeled using the following format:

Firm Name: _____

Bid Title: Hand Soap Dispensers and Hand Soap

Bid #: 054-05-11-19

Due/Opening Date & Time: December 19, 2018 at 2:00 P.M. (local time)

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

1.19 Bidder assumes any and all risks involved with method of dispatch chosen. WCSD assumes no responsibility for Bidder's failure to deliver a Bid in accordance with the specified receiving point and time stated herein.

1.20 In order for a Bid to be considered, it is mandatory that the Bid 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 the Bid 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 a Bid not properly addressed, identified or mislabeled.

1.22 Bids submitted electronically by telephone, telegraphic notice or facsimile 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 Bid. After award of Bid by WCSD's Chief Financial Officer or Board of Trustees, the Bid 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 Bid opening date. Such samples must be tagged or labeled listing (1) the name of Bidder, (2) the item number on this Bid, and (3) the catalog number of the item. Samples are to be removed by Bidder within thirty (30) calendar days after award of Bid 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.

BID TITLE: HAND SOAP DISPENSERS AND HAND SOAP

BID #: 054-05-11-19

Submission of a signed Bid 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 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. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017).

2.0 LATE BID

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

3.0 WITHDRAWAL OF BID

3.1 A Bid may be withdrawn by written notification delivered by mail, fax or e-mail, provided such notice is received prior to the date and time set for the Bid opening.

3.2 A request for withdrawal of a Bid received after the scheduled Bid opening will not be considered.

4.0 NO BID

4.1 In the event Bidder chooses not to bid, but wishes to remain on the Bid list, indicate "NO BID" on the response page of the Bid document or on the Bid postcard, affix the firm name and address, and return it according to the instructions in Section 1.19.

4.2 Two (2) "No Responses" will automatically remove Bidder's firm from the mailing list in this category.

5.0 DISCOUNT

Prompt payment discounts shall not be considered in Bid 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. Bids identified 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 Bids and to waive any minor informalities or irregularities in Bids in its best interest.

BID TITLE: HAND SOAP DISPENSERS AND HAND SOAP

BID #: 054-05-11-19

- 6.4 The WCSD reserves the right to hold Bids for a period of one hundred twenty (120) days from date of opening before awarding or rejecting said Bids.
- 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 Bid.
- 6.7 Should there be a formal contract issued specific to this Bid 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 Bid 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 BIDS

- 8.1 WCSD reserves the right to reject any and all Bids received, or any part thereof. Bids may be rejected for any of, but not limited to, the following causes:
 - Bid lacks signature by an authorized representative of bidding firm.
 - Evidence of collusion among Bidders exists.
 - Bidder fails to meet terms and conditions as specified in the Bid.
 - 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 (*DemandStar requires paid membership*)

BID TITLE: HAND SOAP DISPENSERS AND HAND SOAP

BID #: 054-05-11-19

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

10.0 APPEAL BY UNSUCCESSFUL BIDDER

- 10.1 Any unsuccessful Bidder may appeal a pending 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 Bid, up to a maximum bond or other security amount of two hundred fifty thousand dollars (\$250,000).
- 10.5 If Appellant is not satisfied with the WCSD's Director of Procurement and Contracts' response, Appellant may then appeal to an appeals committee designated by the WCSD. If Appellant is not satisfied with the appeals committee's response, Appellant may then appeal to the WCSD's Board of Trustees, who will render the final decision.
- 10.6 Appellant will not seek any type of judicial intervention until WCSD has rendered its final decision on the protest.
- 10.7 WCSD is not liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by Appellant in a Bid 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 Bid are approximate only and are estimated for the solicitation of Bids. Payment to the successful Bidder will be made only for the actual quantities of items furnished in accordance with the Bid. It is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without in any way invalidating Bid 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.

BID TITLE: HAND SOAP DISPENSERS AND HAND SOAP

BID #: 054-05-11-19

13.0 DEFAULT

In case of default by the successful Bidder, WCSD may deduct any unpaid balance due Bidder, procure the product(s) 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 Bid price, commence with proceedings against any surety and/or performance bond held in conjunction with the Bid, 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

15.1 Nevada Revised Statute 332.195 Joinder or mutual use of contracts by local governments states the following:

- A. A governing body or its authorized representative may join or use the contracts of other 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 local government, 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.
- C. After the award of Bid all transactions, such as but not limited to inquiries, orders, warehousing and payment, will be directly between each participating local government and the successful Bidder.

16.0 AMERICANS WITH DISABILITIES

16.1 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

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

BID TITLE: HAND SOAP DISPENSERS AND HAND SOAP

BID #: 054-05-11-19

18.0 BID BOND

- 18.1 When a surety/bond is required, every Bid 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: Bid # _____

- 18.2 Depending on the requirements, the amount of surety shall not be less than ten percent (10%) of the total Bid 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 Bid.

- 18.3 Surety of the successful Bidder shall be retained by WCSD until replaced by a Performance Bond.

19.0 PERFORMANCE BOND

- 19.1 When a Performance Bond is required, the successful Bidder shall agree to furnish WCSD with a Performance Bond in the amount equal to one hundred percent (100%) of the total amount of the Bid award for the initial contract term.

- 19.2 The Performance Bond shall be made payable to WCSD (as noted in Section 18.1), executed by one or more surety companies authorized to do business in the State of Nevada.

- 19.3 The Performance Bond shall be conditioned upon the successful Bidder's full performance of the work, in accordance with the plans, specifications, terms and conditions of the award of Bid by the WCSD's Chief Financial Officer or the Board of Trustees.

- 19.4 In the event the contract is renewed, a new Performance Bond, if applicable, shall be requested for one hundred percent (100%) of the total amount of the Bid for the renewal period.

20.0 VESTED INTEREST

- 20.1 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.

- 20.2 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 Bid response and subsequent written additions to the agreement authorized by WCSD.

21.0 PURCHASE ORDER

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

- 21.2 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.

BID TITLE: HAND SOAP DISPENSERS AND HAND SOAP

BID #: 054-05-11-19

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

* * * * * **END OF GENERAL TERMS AND CONDITIONS OF BID** * * * * *

BID TITLE: HAND SOAP DISPENSERS AND HAND SOAP

BID #: 054-05-11-19

SPECIAL TERMS AND CONDITIONS OF BID

22.0 SCOPE OF WORK

WCSD is soliciting bids for Hand Soap Dispensers and Hand Soap.

23.0 DELIVERY

Unless otherwise specified by Bidder, delivery of any materials shall be completed within 21-30 days after receipt of a WCSD Purchase Order. 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 responsive/responsible. WCSD will be purchasing hand soap dispensers and hand soap for new schools opening August 2019, which will require successful Bidder to deliver the annual estimated usage for FY19 at one time.

24.0 PRICE ADJUSTMENT

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

24.2 After the initial contract term, a price adjustment may be reviewed/authorized. WCSD may grant a price adjustment in a situation where (all) manufacturers/distributors of the products to be procured, as a result of award of this Request for Bid, adjust the prices of their products to all dealers or distributors. In this case, a permissible increase may be authorized and may be equal to only that increase by the manufacturers or distributors of that market.

24.3 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 buyer 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 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%).

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 Bid. 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 (seller) by WCSD and shall continue in force as appropriate until the completion of the contract term.

BID TITLE: HAND SOAP DISPENSERS AND HAND SOAP

BID #: 054-05-11-19

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
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.

BID TITLE: HAND SOAP DISPENSERS AND HAND SOAP

BID #: 054-05-11-19

- 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 bid/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 an insurance carrier(s) licensed to do business in the State of Nevada 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

- 28.1 If applicable, during the life of the contract, the awarded Bidder shall maintain comprehensive Automobile Liability Insurance to include all owned autos, non-owned autos, and hired autos coverage through an insurance carrier(s) licensed to do business in the State of Nevada and having current *A.M. Best* rating of A-:VII or better and approved by the WCSD.
- 28.2 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

- 29.1 If applicable, during the life of the contract, the awarded Bidder shall have 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).

BID TITLE: HAND SOAP DISPENSERS AND HAND SOAP

BID #: 054-05-11-19

30.0 BASIS OF AWARD

30.1 It is the intent that items be awarded on an "ALL or NOTHING" basis to one vendor unless otherwise noted. WCSD reserves the right to award on an "LINE ITEM BASIS" to multiple vendors if deemed in the best interest of WCSD.

30.2 WCSD reserves the right not to award all items or quantities on the Bid based upon budgetary constraints and what is deemed in the best interest of WCSD.

30.3 Award will be determined based on the overall lowest price for both the proposed Soap Dispenser and the proposed Sealed System Soap. Bidder shall identify the size of the packaging in milliliters on the Price Schedule/Specification Form in Section 32.0.

30.4 WCSD will award this bid for Item #1 and Item #2 OR Item #3, whichever is deemed in the best interest of WCSD.

31.0 CONTRACT TERM AND RENEWAL

It is the intent of WCSD to award a contract for this BID upon obtaining award approval by the WCSD's Board of Trustees for the initial term of one (1) year with three (3) optional one (1) year renewals, providing the terms and conditions remain unchanged.

* * * * * **END OF SPECIAL TERMS AND CONDITIONS OF BID** * * * * *

BID TITLE: HAND SOAP DISPENSERS AND HAND SOAP**BID #: 054-05-11-19****PRICE SCHEDULE / SPECIFICATION FORM****SECTION 32.0**

WCSD will award this bid for Item #1 and Item #2 OR Item #3, whichever is deemed in the best interest of WCSD.

Item #1: Dispenser, foaming hand soap (sealed systems): wall mounted, refill-viewing window preferred, must have ADA compliant option, battery operated not accepted. NO SUBSTITUTIONS. The dispenser chosen will be the District Standard for dispensers. Please ensure the sealed system soap that is proposed is compliant with the dispenser.

Manufacturer	Manufacturer Number	FY 19 Estimated 1,300 EA	FY 20 Estimated 1,300 EA	FY 21 Estimated 1,300 EA
		Price per EA	Price per EA	Price per EA
Purell	5114-01			
GoJo	8880-06			
Reliable Brand	461308			
GP Pro Pacific Blue Ultra	53057			

Item #2: Soap, hand liquid foaming (sealed system): Must be dye and fragrance free, foam soap dispensed at 0.4-0.8 MI PER DOSE AND 1000-1250 mL capacity sealed system. NO SUBSTITUTIONS. The sealed system soap proposed must be compliant with the dispenser.

Manufacturer	Manufacturer Number	Size of Packaging in Milliliters	FY 19 Estimated 5,000 EA	FY 20 Estimated 8,000 EA	FY 21 Estimated 11,000 EA
			Price per EA	Price per EA	Price per EA
Purell	5114-01				
GoJo	8880-06				
Reliable Brand	461308				
GP Pro Pacific Blue Ultra	53057				

Item #3: Soap Dispensers and Soap Purchased as One Unit. The dispenser chosen will be the District Standard for dispensers. Please ensure the sealed system soap that is proposed is compliant with the dispenser.

Manufacturer	Manufacturer Number	Size of Packaging in Milliliters	FY 19 Estimated 1,300 EA for Dispenser Estimated 5,000 EA for Soap	FY 20 Estimated 1,300 EA for Dispenser Estimated 8,000 EA for Soap	FY 21 Estimated 1,300 EA for Dispenser Estimated 11,000 EA for Soap
			Price per EA	Price per EA	Price per EA
Purell	5114-01				
GoJo	8880-06				
Reliable Brand	461308				
GP Pro Pacific Blue Ultra	53057				

BID TITLE: HAND SOAP DISPENSERS AND HAND SOAP

BID #: 054-05-11-19

Item #3A: Additional Dispensers Purchased Separately. The dispenser chosen will be the District Standard for dispensers. Please ensure the sealed system soap that is proposed is compliant with the dispenser.

Manufacturer	Manufacturer Number	Each Price
Purell	5114-01	
GoJo	8880-06	
Reliable Brand	461308	
GP Pro Pacific Blue Ultra	53057	

Item #3B: Additional Soap Purchased Separately. NO SUBSTITUTIONS. The sealed system soap proposed must be compliant with the dispenser.

Manufacturer	Manufacturer Number	Size of Packaging in Milliliters	FY 19 Estimated 3,700 EA	FY 20 Estimated 6,700 EA	FY 21 Estimated 9,700 EA
Purell	5114-01				
GoJo	8880-06				
Reliable Brand	461308				
GP Pro Pacific Blue Ultra	53057				

Lead Time for Large One-Time Purchases: WCSD will be ordering a quantity of 1,035 dispensers and 1,035 units of hand soap in 2019 for the opening of one (1) Elementary School and two (2) Middle Schools. Please identify your firm's lead-time for a purchase of 1,035 dispensers _____ and the purchase of 1,035 units of hand soap _____.

Replacement Parts: These items shall not be considered for award. For WCSD information only.

MFG _____ MODEL _____

EACH PRICE _____

MFG _____ MODEL _____

EACH PRICE _____

MFG _____ MODEL _____

EACH PRICE _____

Supplier Name:

BID TITLE: HAND SOAP DISPENSERS AND HAND SOAP

BID #: 054-05-11-19

32.0 EXCEPTIONS TO THE TERMS, CONDITIONS AND SPECIFICATIONS

Exceptions to the Terms, Conditions and Specifications of this Bid 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 Bid title and number. **This form must be signed whether or not there are exceptions noted.**

33.0 BID SIGNATURE/DELIVERY - **This form must be signed whether or not there are exceptions noted.**

In compliance with this bid and subject to all the terms and conditions thereof, the undersigned authorized agent offers and agrees, if this bid is accepted to furnish any or all of the items herein at the prices, terms and delivery stated.

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Fax: _____

Company E-Mail Address: _____

Delivery will be completed within: _____ Payment Terms _____

Authorized Agent Signature

Authorized Agent Name (Printed)

Title

Date _____

Direct Email

PUBLIC DISCLOSURE FORM

Firm/Agency Name: _____

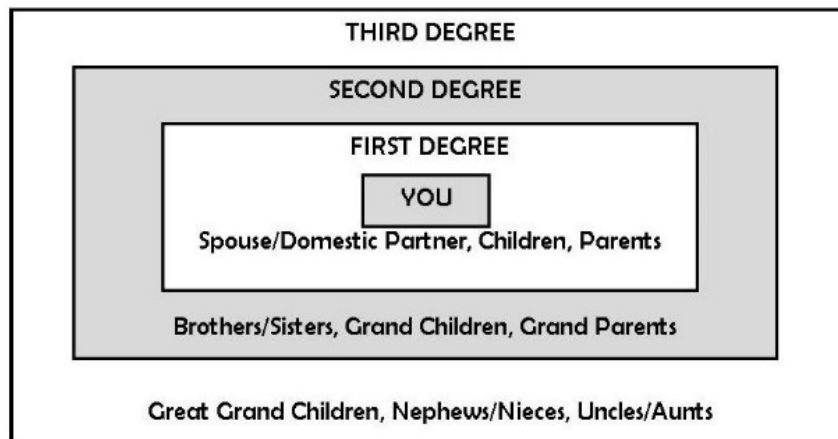
I understand that per NRS 281A.020 a public office is a public trust and shall be held for the sole benefit of the people; and a public officer or employee must commit himself or herself to avoid conflicts between the private interests of the public officer or employee and those of the general public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



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: _____