



REQUEST FOR BID – PRODUCT

RFB TITLE: PURCHASE OF FORKLIFTS

RFB NUMBER: 059-25-04-20

SCOPE OF RFB: Washoe County School District is soliciting for RFB submissions for the purchase of two (2) forklifts.

RFB DUE / OPENING DATE & TIME: **April 9, 2020 at 2:00 pm (local time)**

RFB QUESTIONS: ALL questions/inquiries must be submitted in writing via email to solicitations@washoeschools.net no later than 4:30 pm (local time) on March 31, 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: Pam Homentowski
Buyer II

PUBLISH DATE: March 17, 2020

NUMBER OF PAGES IN THIS RFB: 18

EXHIBIT(S): N/A

GENERAL TERMS AND CONDITIONS OF RFB

1.0 RFB RESPONSE SUBMISSIONS

- 1.1 Bidder shall examine all drawings, specifications, attachments, special instructions, terms and conditions of the RFB. Failure to do so will be at Bidder's risk.
- 1.2 Any irregularities or lack of clarity in the RFB should be brought to the attention of the Washoe County School District's (WCSD) Purchasing Department for correction or clarification. Bidder should submit such concerns in writing via email to: solicitations@washoeschools.net prior to RFB DUE / OPENING DATE & TIME identified on Page 1.
- 1.3 Along with all documentation required for submission, Addenda issued may become an integral part of this RFB. All Addenda are posted on the WCSD Purchasing website at <http://www.washoeschools.net/Page/778> under "Purchasing Current Bid & Quote Opportunities" and on DemandStar at: www.demandstar.com (*paid Membership required*)
 - Bidder should acknowledge receipt of Addenda by signing and returning the document with the RFB documents. It is the Bidder's responsibility to insure receipt of any Addenda. Failure to submit a signed addendum may result in rejection of a RFB submission.
 - To 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 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, 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.

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- 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, Section 32.0**. 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, Section 32.0.**
- 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: Purchase of Forklifts
RFB #: 059-25-04-20
Due/Opening Date & Time: April 9, 2020 at 2:00 pm (local time)

Mail or Deliver RFP 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 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 a 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), 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

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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 (*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 or by calling (775) 850-8025.

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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 a RFB process.
- 10.8 WCSD will stay any award action until after the WCSD's Board of Trustees renders a final decision.
- 10.9 If an appeal is granted and a bond was required, the full amount of the posted bond will be returned to Appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by the WCSD because of the unsuccessful appeal.

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

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

18.0 BID BOND (NOT REQUIRED FOR RFB #059-25-04-20)

- 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

(RFB-PRODUCT)
PUR-F232

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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.

22.0 PRICE ADJUSTMENT

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

22.2 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 RFB, adjust the prices of their products to all dealers or distributors. In this case, a permissible increase may be authorized and may be equal to only that increase by the manufacturers or distributors of that market.

22.3 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%).

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

SPECIAL TERMS AND CONDITIONS OF RFB

23.0 SCOPE OF RFB/BASIS OF AWARD

- 23.1 WCSD is soliciting bids for the purchase of two (2) forklifts. The Facilities Management Department will purchase one (1) new forklift meeting the specifications as listed in Section 32.0, item #1 of this bid to the lowest responsive and responsible bidder.
- 23.2 The District warehouse will purchase either one (1) new forklift meeting the specifications as listed in Section 32.0, item #1 or one (1) used forklift meeting the specifications as listed in Section 32.0, item #2 whichever one is deemed in the best interest of WCSD.

24.0 DELIVERY

Unless otherwise specified by Bidder, delivery of any materials shall be completed within forty-five (45) 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 RFBs on the basis that the Bidder(s) is not responsive/responsible.

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:

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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.

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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 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 for a term for one (1) year.

31.0 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** *****

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32.0 PRICE SCHEDULE / SPECIFICATION FORM

32.1 WCSD will purchase one (1) new forklift for the Facilities Management Department meeting the specifications as listed in Section 32.0, item #1 of this bid. The District Warehouse will also purchase either one (1) new forklift meeting the specifications as listed in Section 32.0, item #1 or one (1) used forklift meeting the specifications as listed in Section 32.0, item #2 whichever WCSD deems in its best interest.

32.2 At time of submittal you must provide specifications sheets on items submitted below.

ITEM #1 **"NEW"** Stand-up Counterbalanced Truck Lift 2019 or 2020 model with 3 wheel Configuration

(QTY 1 or 2)

- Minimum Power Unit 36 Volts
- Comparable charging unit w/ SB350 connector
- Minimum Battery 6 Ampere-hour rating, 800AH
 - SB350 connector
 - 5 year warranty
- Battery cut-off switch
- Digital battery status meter
- Keyed switch
 - Anti-Stall protection
- Regenerative braking
- 3,500 lb. capacity
- Maximum wheelbase not to exceed 46 inches
- Fork Type, Hook 42 x 4 x 1.5
- Fork Length 42 inches
- Fork adjustment range 8 inches to 32 2inches
- Collapsed Mast Height not to exceed 83 inches
- Minimum Load Lift Height 150 inches
- Load backrest/Bolt-on, 48 inches
- Maximum wheel base not to exceed 46 inches
- Overhead guard height not to exceed 88.5 inches
- Maximum chassis height not to exceed 50.5 inches
- Minimum Mast Tilt Front 3 degrees
- Minimum Mast Tilt Back 5 degrees
- Side shift
- Maximum travel speed not to exceed 7.5 mph, Loaded and Unloaded
- Rubber front and rear tires
- Maximum turning radius not to exceed 58 inches

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- Strobe light top mount, One (1)
- Forward Mast front LED work lights, Two (2)
- Digital hour meter
- Diagnostic panel
- Cushioned operator pad
- Owner and operator manuals
- Meets OSHA and ANSI/ITSDF Compliances
- 3 year/2400 hour fork to bumper warranty

Manufacturer: _____ Model: _____ Warranty: _____

Each Price: _____

ITEM #2 **"Used"** Stand-up Counterbalanced Truck Lift 2015 model year or newer with a
Maximum unit hours not to exceed 3,000 and 3 wheel configuration

(QTY 1)

- Minimum Power Unit 36 Volts
- Comparable charging unit w/ SB350 connector
- Minimum Battery 6 Ampere-hour rating, 800AH
 - SB350 connector
 - 1 year warranty
- Battery cut-off switch
- Digital battery status meter
- Keyed switch
- Anti-Stall protection
- Regenerative braking
- 3,500 lb. capacity
- Maximum wheelbase not to exceed 46 inches
- Fork Type, Hook 42 x 4 x 1.5
- Fork Length 42 inches
- Fork adjustment range 8 inches to 32 2inches
- Collapsed Mast Height not to exceed 83 inches
- Minimum Load Lift Height 150 inches
- Load backrest/Bolt-on, 48 inches
- Maximum wheel base not to exceed 46 inches

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- Overhead guard height not to exceed 88.5 inches
- Maximum chassis height not to exceed 50.5 inches
- Minimum Mast Tilt Front 3 degrees
- Minimum Mast Tilt Back 5 degrees
- Side shift
- Maximum travel speed not to exceed 7.5 mph, Loaded and Unloaded
- Rubber front and rear tires
- Maximum turning radius not to exceed 58 inches
- Strobe light top mount, One (1)
- Forward Mast front LED work lights, Two (2)
- Digital hour meter
- Diagnostic panel
- Cushioned operator pad
- Owner and operator manuals
- Meets OSHA and ANSI/ITSDF Compliances
- 180 day major parts warranty with 90 day wearables

Manufacturer: _____ Model: _____ Warranty: _____

Each Price: _____

Bidder Name: _____

RFB TITLE: PURCHASE OF FORKLIFTS
RFB #: 059-25-04-20

33.0 PUBLIC DISCLOSURE FORM

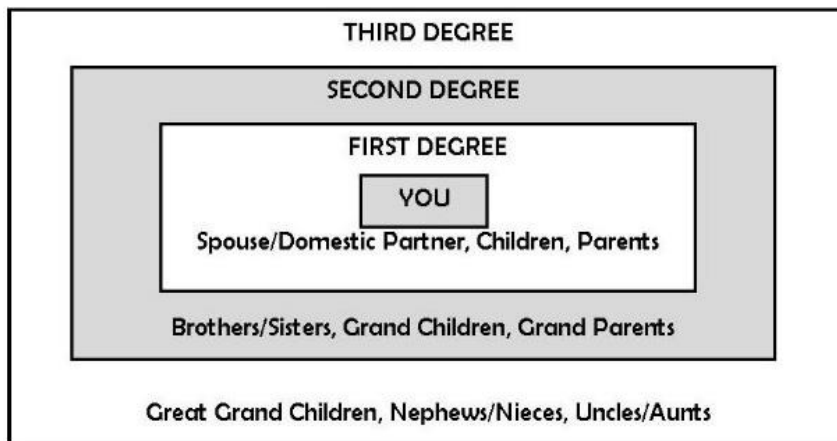
Firm/Agency Name: _____

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.



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RFB #: 059-25-04-20

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.

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.**

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 _____

Authorized Agent Signature

Date _____