



REQUEST FOR PROPOSAL (RFP)

RFP TITLE: Opening Day Library Book Collections & Related Set-Up Services for New Elementary, Middle and High Schools within Washoe County School District

RFP NUMBER: 19-003

SCOPE OF WORK/SERVICES: Washoe County School District (WCSD) is soliciting interested and qualified vendor(s)/supplier(s) to submit proposals from to provide "core" opening day library book collections and related set-up services for new elementary, middle and high schools that are scheduled to open between August 2019 and August 2021 within WCSD.

RFP DUE / OPENING DATE & TIME: **February 27, 2019 at 2:00 p.m. (local time)**

QUESTIONS: All questions must be submitted by email to solicitations@washoeschools.net no later than 4:30 p.m. (local time) on Friday, February 15, 2019.

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

SURETY REQUIREMENT: **NONE REQUIRED**

RFP FACILITATOR: Monica Schuerr-Howden
Assistant Director or Procurement & Contracts

PUBLISH DATE: February 8, 2018

NUMBER OF PAGES IN THIS RFP: 28

EXHIBITS: EXHIBIT A – Sample Titles By Category for MARC Records

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GENERAL TERMS AND CONDITIONS

1.0 SUBMISSION OF RFP

1.1 In response to this RFP, Proposers shall submit clearly labeled and indexed portfolios/binders with appropriate section and sub-section numbers as referred to herein. Please provide the following:

1.1.1 ONE (1) original proposal marked "MASTER"; and

1.1.2 TEN (10) identical bound COPIES; and

1.1.3 One (1) identical electronic response in Microsoft Word, Microsoft Excel, or Adobe PDF, on CD or flash drive; and

1.1.4 Provide ten (10) copies of total cost/pricing/fee information for services and products. **ALL** ten (10) copies of cost/pricing/fee information and/or schedules (per Section 50.0 – Evaluation Criteria B) must be submitted in one (1) separate, sealed envelope and identified as such.

1.1.5 FINANCIAL STABILITY

- Submit (A) Balance Sheets, (B) Income Statements and (C) Statement of Cash Flow (if available) for the last three (3) consecutive years of operation.
- If the requested documents (A and B, at minimum) are not provided with Proposal, then WCSD reserves the right to reject proposal as "non-responsive."
- The financial documents should be provided in one (1) separate, sealed envelope, so that it can be easily forwarded to WCSD's Office of Business and Financial Services for review (Section 50.0 – Evaluation Criteria A). **Do NOT include this documentation in the proposal binders.**
- Only one (1) copy of the documents is required with submission.
- Should a privately held company deem this financial information to be **confidential**, it must be marked as such on the separate, sealed envelope that contains the financial information.

1.2 Neither the WCSD nor any official or employee thereof shall be responsible for the pre/post-opening of, or failure to open an RFP not properly addressed, identified or mislabeled.

1.3 Proposals submitted by telephone, telegraphic notice, email or facsimile will NOT be accepted.

1.4 RFP and any signed/acknowledged Addenda shall be submitted in a sealed envelope or box and labeled using the following format:

Agency/Firm Name: _____
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Mail or Deliver RFP To: Washoe County School District
Purchasing Department, Room 0
14101 Old Virginia Road
Reno, NV 89521-8912

- 1.5 In order for an RFP to be considered, it is mandatory that the RFP 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 RFP document.
- 1.6 Information should be prepared to provide a straightforward, concise delineation of capacities to satisfy requirements of the RFP and submitted using required forms identified in this RFP document. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should be placed on conformance to RFP instructions, responsiveness to RFP requirements, completeness and clarity of content.
- 1.7 Any irregularities or lack of clarity in the RFP should be brought to the attention of WCSD's Purchasing Department for correction or clarification.
- 1.8 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 submission. After award of solicitation by the authorized WCSD representative(s) is obtained, the bid surety of the unawarded Proposers shall be returned.
- 1.9 Addenda issued may become an integral part of this RFP. All addenda are posted on the WCSD Purchasing website at: <http://www.washoeschools.net/Page/778>
 - 1.9.1 Proposer should acknowledge receipt of Addenda by signing and returning any copies with the Proposer's RFP submission. It is the Proposer's responsibility to insure receipt of any addenda. Failure to submit a signed Addendum may result in rejection of an RFP.
 - 1.9.2 To insure that Proposer receives any Addenda issued on a bid downloaded from the WCSD website, Proposer must notify WCSD Purchasing Department via email at solicitations@washoeschools.net with name, address, phone, and fax numbers. Once this is done, Purchasing will automatically send any addenda documents required by this proposal.
 - 1.9.3 If Proposer is a member of DemandStar and has downloaded a solicitation document from DemandStar at www.demandstar.com, Proposer will electronically receive from DemandStar any addenda issued. (*Demandstar requires paid membership*)
- 1.10 An authorized representative of Proposer's firm must sign this RFP document (Section 58.0). An unsigned proposal shall be disqualified/rejected.
- 1.11 Any prices quoted shall be F.O.B. destination and exclusive of federal, state and local taxes. No shipping charges will be allowed.
- 1.12 All costs incurred in the preparation and submission of responses to the RFP shall be the responsibility of the Proposer.

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- 1.13 Proposer assumes any and all risks involved with method of dispatch chosen. WCSD assumes no responsibility for Proposer's failure to deliver RFP in accordance with the specified receiving point and time stated herein.
- 1.14 All proposals and accompanying documentation become the property of WCSD and will not be returned.
- 1.15 Exceptions to any of the terms, conditions and/or specifications of this proposal must be noted in Section 57.0. Failure to note said exceptions shall be interpreted to convey that Proposer shall propose to perform in the manner described and/or specified. WCSD reserves the right to accept or reject any exceptions based on the best interest of the WCSD.
- 1.16 The Facilitator for this RFP is identified on Page 1 of this document. Proposers may NOT contact anyone else regarding this RFP. Proposers contacting any other individual including, but not limited to, WCSD staff, officials, evaluation committee members, or Board of Trustees may be disqualified.

2.0 LATE PROPOSALS

- 2.1 **Late proposals will NOT be accepted.** A proposal may be received any time prior to the due date and time. A proposal arriving after 2:00 p.m. (local time) will be returned to its sender unopened.

3.0 WITHDRAWAL OF PROPOSAL

- 3.1 A proposal 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 RFP opening.
- 3.2 A request for withdrawal of a proposal received after the scheduled opening will not be considered.

4.0 PROPRIETARY INFORMATION

- 4.1 WCSD is a public entity as defined by state law and, as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under said law, all WCSD records are public (unless otherwise declared by law to be confidential), subject to inspection and may be copied by any person.
- 4.2 Proposers are advised that after the Director of Procurement and Contracts has made a Recommendation of Award (ROA), the complete content of all proposals will become public record and nothing contained in the proposal will be deemed to be confidential. Proposers should not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Thus proposals should contain sufficient information to be evaluated without reference to any proprietary information.

5.0 VERBAL PRESENTATION/ORAL INTERVIEWS

- 5.1 WCSD reserves the right to require any or all Proposers to give a presentation or demonstration illustrating their abilities relative to this effort and/or attend an interview session to gauge their suitability to provide services for this project. If so requested, Proposer(s) shall make their personnel available within ten (10) calendar days of request. No cost allowance shall be permitted for this requirement.

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6.0 GOVERNING LAW

6.1 Should there be any contract/agreement acquired, the awarded Proposer 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 WCSD and federal courts located in Washoe County, Nevada, USA.

7.0 DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

7.1 As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Proposer 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.

7.2 Submission of a signed proposal in response to this solicitation is certification that Proposer's firm (or any Sub-Proposer) 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.

7.3 Loss of Agreement and/or Inability to Fulfill Requirements

A. If Proposer has had an agreement terminated, or has a pending termination, or a settlement to avoid litigation or termination for default during the past five (5) years, all such incidents must be described.

B. Termination for default is defined as notice to stop performance due to Proposer's non-performance or poor performance, and the issue was either: (i) not litigated; or (ii) litigated and such litigation determined Proposer to be in default.

C. Proposer shall submit full details of all terminations for default, settlements, or pending terminations experienced in the past five (5) years including the other party's name, address, and telephone number. Proposer shall also present its position on the matter.

D. WCSD shall evaluate the facts and at its sole discretion may reject the Proposer's response if the facts discovered indicate that completion of an agreement resulting from this RFP may be jeopardized by selection of Proposer.

E. If Proposer has experienced no such settlement or terminations for default in the past five (5) years, and has no pending terminations, it must affirmatively declare this to be so.

8.0 FUNDING OUT CLAUSE

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

8.2 WCSD would only exercise the *Funding Out Clause* above, if the WCSD failed to appropriate the necessary funds to pay for the services under this RFP. In that case, WCSD may contract with another party for the same services immediately following the termination of a resultant contract specific to this RFP. However, should WCSD appropriate the funds at a later time, WCSD could issue a new RFP for these services.

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9.0 DEFAULT

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

10.1 TERMINATION OF CONTRACT

10.1 This contract may be terminated in whole or in part by WCSD for its convenience, but only after the awarded Proposer is given (1) not less than thirty (30) calendar days' written notice of intent to terminate and (2) an opportunity for consultation with the Director of Procurement and Contracts of WCSD prior to termination.

11.0 JOINDER OF LOCAL GOVERNMENTS

NOTE: Preference will not be given to any Proposer 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.

12.0 AMERICANS WITH DISABILITIES

12.1 WCSD acknowledges its responsibilities under the Americans with Disabilities Act (ADA) of 1990. WCSD expects all Proposers to be knowledgeable about and comply with the requirements of the ADA.

13.0 INSTALLATION

13.1 If applicable, the awarded Proposer shall make good, to the satisfaction of the Capital Projects and Facilities Management Departments of the WCSD, any damage to the work of other trades caused by any installation.

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13.2 Wherever, in these specifications, a particular brand or make of item is specified, the awarded Proposer shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item.

14.0 REQUIRED INSURANCE COVERAGE & VERIFICATION

14.1 The awarded Proposer shall, at the awarded Proposer'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 document. The awarded Proposer shall furnish WCSD with a Certificate of Insurance (COI) form with Additional Insured Endorsement(s) effecting coverage required (refer to Sections 14.5 and 15.3).

A. The authorized Insurer of the awarded Proposer 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.

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

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

14.3 The Accord 25 Certificate of Insurance Form or a form substantially similar must be submitted by the awarded Proposer to WCSD to evidence the insurance policies and coverages required.

14.4 The COI must be signed by a person authorized to bind coverage on the behalf of the awarded Proposer. The COI must name WCSD as the Certificate Holder as follows:

Washoe County School District
Attn: Purchasing Department
425 E. Ninth Street
Reno, Nevada 89512

14.5 The Additional Insured Endorsement certificate should be the CG 20 10 11 85 or a substitute form providing coverage at least as broad as the required form noted. 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.

14.6 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.

14.7 Upon renewal of the policies listed, awarded Proposer or authorized Insurer shall furnish the WCSD with replacement certificates.

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- 14.8 The awarded Proposer shall furnish WCSD with COI with Additional Insured Endorsement(s) effecting coverage required.
- 14.9 All COIs and relative endorsements are to be received upon written request by WCSD to the awarded Proposer and must be reviewed and approved by the WCSD's Purchasing Department prior to any services being rendered and/or products procured.
- 14.10 Although not a standard practice of WCSD, WCSD reserves the right to require of the awarded Proposer to make available to WCSD for review complete, "certified" copies of all required insurance policies at any time.
- 14.11 The awarded Proposer'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.
- 14.12 Any failure of the awarded Proposer to comply with the reporting provisions of the policies shall not affect coverage provided to the WCSD, its officers, employees, agents, or volunteers.

15.0 GENERAL LIABILITY INSURANCE

- 15.1 During the life of the contract, the awarded Proposer providing service to WCSD shall maintain Commercial 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:
 - 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

- 15.2 Limits shall not be less than one million dollars (\$1,000,000) per occurrence combined single limits with (at minimum) two million dollars (\$2,000,000) aggregate.

16.0 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

- 16.1 During the life of the contract, the awarded Proposer shall maintain Commercial 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.

- 16.2 Limits shall not be less than one million dollars (\$1,000,000) per occurrence.

17.0 WORKER'S COMPENSATION COVERAGE

- 17.1 Awarded Proposer shall have Worker's Compensation coverage as required by law, including Statutory Limits identified, for the duration of the contract to include Employer's Liability

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Coverage with minimum limits of one million dollars (\$1,000,000) for the duration of the contract term.

18.0 PROFESSIONAL LIABILITY INSURANCE

18.1 During the life of the contract, the awarded Proposer shall maintain Professional Liability Insurance (Errors & Omissions) with minimum limits of at least one million dollars (\$1,000,000); however, WCSD reserves the right to require a higher limit for project(s) that may constitute said requirement. The insurance required above may be proved under primary policies or by a combination of primary and excess policies. Professional Liability is not covered under additional Umbrella Liability coverage.

19.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

19.1 Any deductibles or self-insured retentions must be declared to and approved by the WCSD before any services are rendered and/or products procured.

19.2 WCSD reserves the right to request additional documentation, financial or otherwise, prior to giving approval of the deductibles and self-insured retentions before any services are rendered and/or products procured.

19.3 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.

19.4 It is understood that the awarded Proposer is responsible for and shall assume payment of all deductibles and/or self-insured retentions.

20.0 LICENSE AND CERTIFICATION

20.1 Proposer must be licensed or incorporated to do business in the State of Nevada.

20.2 Proposer shall possess all applicable licenses and/or certifications to perform this type of service.

20.3 If applicable, Proposer shall possess appropriate city and/or county business licenses.

21.0 VESTED INTEREST

21.1 Proposer 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.

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

22.0 WARRANTY

22.1 Proposer warrants that any services rendered under this contract shall be performed with the degree of skill, care, and judgment customarily accepted as sound quality practices and procedures.

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22.2 Proposer further warrants that any services rendered under this contract shall fulfill the requirements and intent of the entire contractual agreement inclusive of Proposer's RFP response.

A. If service fails to meet the aforementioned criteria and/or is deemed to be inadequate in the judgment of WCSD, awarded Proposer shall re-perform the service or portion of the service that is unsatisfactory.

B. Awarded Proposer shall be liable for all costs and expenses incurred in the performance of corrective work and services, including travel, per diem, etc.

23.0 ASSIGNMENT

23.1 Any attempt by awarded Proposer to assign or otherwise transfer any interest in this RFP (contract) without the prior written consent of WCSD shall be "VOID."

24.0 ATTORNEY'S FEES

24.1 The parties agree that in the event of a dispute, each party will bear its own costs of litigation and attorney's fees.

25.0 COMPLIANCE WITH LAW

25.1 Proposer shall comply with all applicable federal, state and local statutes, regulations, ordinances, or other legal requirements which apply.

26.0 CONFIDENTIAL TREATMENT OF INFORMATION

26.1 Proposer shall preserve any information obtained, assembled or prepared in connection with the performance of RFP (contract) in the utmost professional confidence.

27.0 COVENANT

27.1 Proposer covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this RFP (contract). Further, Proposer covenants to its knowledge and ability that in performance of said services no person having any such interest shall be employed.

28.0 DISPUTE RESOLUTION

28.1 Any controversy or claim arising out of or related to the RFP (contract) or the breach thereof shall be settled by arbitration unless WCSD, at its sole option, rejects arbitration by so notifying Proposer.

28.2 If the WCSD rejects arbitration, Proposer shall have thirty (30) days from the date of receipt of rejection to send notice to commence litigation by the service of a summons and complaint upon the WCSD.

28.3 Failure to effect service upon the WCSD within said time period shall act as a bar to litigation of the claim, which was the subject of the request for arbitration.

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28.4 If the matter is arbitrated, WCSD shall designate whether the rules of the American Arbitration Association or the rules of the Nevada Arbitration Association shall apply. Nevada courts may enter judgment on such awards.

28.5 The parties agree that any arbitrator may not award attorney's fees in any case.

28.6 Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this proposal, the awarded Proposer's response, and any agreement submitted by the awarded Proposer, the language in this proposal shall take precedence.

29.0 FORCE MAJEURE

29.1 Neither party shall be liable for failure or delay in performance under any agreement anticipated by this order in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations, and any other causes which are not within such party's reasonable control, whether or not the kind is specifically enumerated above. During any period of Proposer's inability to perform, WCSD may acquire from others said goods or services without incurring liability to Proposer.

30.0 PATENT INDEMNITY

30.1 Awarded Proposer agrees to indemnify and hold the WCSD harmless from any claim involving patent infringement or copyrights on goods supplied.

31.0 PENALTIES

31.1 In case of default by Proposer, the WCSD may procure the products and/or services from other sources and may deduct from any unpaid balance due Proposer or collect against the bond, security, or surety for the amount of excess costs so paid.

32.0 INDEMNITY

32.1 Proposer agrees to defend, indemnify and hold harmless WCSD, its officers, employees, agents, and volunteers from and against all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement if such injury, loss, or damage is due to the gross negligence or intentional misconduct of Proposer, any Sub-Proposer of Proposer, or any officer, employee, or agent of Proposer in the performance of services hereunder.

32.2 WCSD agrees to defend, indemnify and hold Proposer, its officers, and its employees harmless from and against any and all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement, if such injury, loss, or damage is due to the gross negligence or intentional misconduct of WCSD or any officer, employee, or agent of WCSD subject to the provisions of Nevada Revised Statutes, Chapter 41, including, but not limited to Section 41.035.

32.3 The obligation of this section shall not apply to damages for which WCSD is/shall become liable by final judgment to pay to a third party as the result of the negligence of WCSD.

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Nothing herein shall constitute a waiver by WCSD of any and all rights and privileges under any governmental immunity act or related statute.

33.0 INTELLECTUAL PROPERTY

33.1 Any drawings, written reports or other works made by Proposer shall be considered works for hire and become the property of WCSD. Any such works shall not be stamped with the Proposer's proprietary markings.

34.0 NO THIRD-PARTY RIGHTS

34.1 This RFP (contract) is made for the benefit of WCSD and Proposer, not for any outside party.

35.0 NON-ENDORSEMENT

35.1 As a result of the selection of an awarded Proposer to supply services and/or products under this RFP, WCSD is neither endorsing nor suggesting that the Proposer's service is the best or only solution.

35.2 The awarded Proposer agrees to make no reference to WCSD in any literature, promotional material, brochures, sales presentations, or the like, without prior express written consent of WCSD.

36.0 RECORDS

36.1 Records shall be maintained as required by awarded Proposer in compliance with applicable municipal, federal or state laws, ordinances, codes, and as prescribed by WCSD.

36.2 Upon prior written notice, at a mutually agreed upon time and place, all records shall be made available to WCSD.

36.3 WCSD may audit, examine and/or take excerpts or transcripts from such records including, but not limited to, invoices, materials, payrolls, records of personnel, conditions of employment or any other data as may be pertinent to this RFP.

37.0 SEVERABILITY

37.1 If a competent court or arbitrator holds any of the terms, covenants, provisions and agreements contained herein invalid, illegal or unenforceable, this agreement shall be interpreted as if such invalid terms, covenants, provisions, or agreements were not contained herein and the remaining provisions shall be valid and enforceable.

38.0 EXPENSES

38.1 In the event that WCSD agrees to pay for any of Proposer's expenses directly related to services and/or products relevant to this RFP, the following parameters shall apply:

38.1.1 No overhead and/or profit shall be permitted.

38.1.2 Proposer shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by WCSD policies, regulations, and

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procedures for its own employees at the time the reimbursement request(s) are is/are made.

39.0 REJECTION OF PROPOSALS

39.1 WCSO reserves the right to reject any and all proposals received, or any part thereof. Proposals may be rejected for any of, but not limited to, the following causes:

- A. Proposal lacks signature by an authorized representative of Proposer.
- B. Evidence of collusion among Proposers exists.
- C. Proposer fails to meet any terms and conditions as specified in this RFP.
- D. Evidence submitted by Proposer leads WCSO to believe that Proposer will be unable to carry out the obligations of the agreement and complete the work described.
- E. WCSO investigation determines that Proposer is not qualified to meet the obligations of the agreement and complete work described.
- F. Cost of services exceeds budgetary constraints.

40.0 REFERENCES

40.1 WCSO may investigate information supplied by Proposer to determine its accuracy. Proposer supplying a reference or customer list gives the WCSO permission to contact firms listed and understand that any information gathered may be used in evaluation of the proposal.

41.0 PROPOSAL NEGOTIATIONS

- 41.1 WCSO may open negotiations with responsive Proposers after submission of proposals and prior to award.
- 41.2 At its sole discretion the WCSO reserves the right to award an agreement without negotiation based upon written proposals.
- 41.3 The WCSO reserves the right to accept any proposal, which it deems most favorable to the WCSO, and to reject any or all proposals or any portion of any proposal submitted which is not in the WCSO's best interest.

42.0 CONTRACT AWARD GUIDELINES

- 42.1 WCSO reserves the right to waive any minor informalities or irregularities in proposals and/or agreements in its best interest.
- 42.2 WCSO reserves the right to award an agreement on the basis of individual scope of service elements, groups of elements or all elements to a single Proposer. Taking into consideration the specified evaluation criteria, WCSO will select the Proposer whose proposal is most advantageous to the WCSO.
- 42.3 Contractual commitments are contingent upon the availability of funds as evidenced by the issuance of a purchase order.

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- 42.4 Any additional contract/agreement documents conjoined as part of this RFP for final award consideration are subject to approval by WCSD's legal counsel and may require approval of the Chief Financial Officer (CFO) or Board of Trustees prior to execution.
- 42.5 Once awarded, this RFP (contract) will be the final expression of contract/agreement between the parties and may not be altered, changed, or amended except by mutual written approval agreement.
- 42.6 Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this RFP document, the awarded Proposer's proposal, and any additional contract/agreement submitted by the awarded Proposer, the language in this RFP document shall take precedence.
- 42.7 WCSD reserves the right to hold proposals for a period of ninety (90) days from date of opening before awarding or rejecting said proposals.
- 43.0 RECOMMENDATION FOR AWARD POSTING
- 43.1 It is the responsibility of the interested Proposer to obtain the Recommendation for Award (ROA).
- 43.2 The Recommendation for Award is posted on the following websites:
<http://www.washoeschools.net/Page/778>
www.DemandStar.com (*DemandStar requires paid membership*)
- 43.3 Proposer may also obtain the Recommendation for Award by contacting WCSD's Purchasing Department at solicitations@washoeschools.net.
- 44.0 APPEAL BY UNAwarDED PROPOSER
- 44.1 Any unawarded Proposer may appeal a pending Recommendation for Award.
- 44.2 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 for 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.
- 44.3 Appellant shall submit a surety/bond (i.e., Protest Bond or Appeal Bond) with a good and solvent surety company authorized to do business in the State of Nevada or submit other security in a form approved by WCSD, which 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 Director of Procurement and Contracts.
- 44.4 The bond or other security shall be in the amount of twenty five percent (25%) of the total dollar value of Appellant's proposal, up to a maximum bond or other security amount of two hundred fifty thousand (\$250,000).
- 44.5 If Appellant is not satisfied with 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 Board of Trustees, who will render the final decision.

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- 44.6 Appellant will not seek any type of judicial intervention until WCSD has rendered its final decision on the protest.
- 44.7 WCSD is not liable for any costs, expenses, attorney’s fees, and loss of income or other damages sustained by Appellant in proposal appeal process.
- 44.8 WCSD will stay any award action until after the Board of Trustees renders a final decision.
- 44.9 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 WCSD because of the unawarded appeal.

45.0 RFP SURETY/BOND (“BID BOND”)

- 45.1 When a RFP surety/bond (Bid Bond) is required, every RFP shall be accompanied by a surety company certified Bid Bond or Cashier’s Check made payable to:

Washoe County School District
425 East Ninth Street
Reno, Nevada 89512

- 45.2 Depending on the requirements, the amount of surety shall not be less than ten percent (10%) of the total RFP submitted. Said amount to be forfeited to WCSD should the Proposer, to whom the contract is awarded, fail to enter into the contract in accordance with the RFP.
- 45.3 Surety of the awarded Proposer shall be retained by WCSD until replaced by a Performance Bond.

46.0 PERFORMANCE BOND

- 46.1 When a Performance Bond is required, the awarded Proposer shall agree to furnish WCSD with a Performance Bond in the amount equal to one hundred percent (100%) of the total amount of the proposal award for the initial period.
- 46.2 The Performance Bond shall be made payable to WCSD, executed by one or more surety companies authorized to do business in the State of Nevada.
- 46.3 The Performance Bond shall be conditioned upon the awarded Proposer’s full performance of the service, in accordance with the plans, specifications, terms and conditions of the award of proposal by the Board of Trustees.
- 46.4 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 RFP for the renewal period.

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

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SPECIAL TERMS AND CONDITIONS

47.0 SUMMARY OF REQUEST

- 47.1 WCSD is soliciting interested and qualified vendor(s)/supplier(s) to submit proposals from to provide "core" library book collections and related set-up services for new elementary, middle and high schools that are scheduled to open between August 2019 and August 2021 within WCSD. The first of two new elementary schools will open in August of 2019 followed by the second elementary school opening in August of 2020. The first two of three middle schools will open in August of 2019 followed by the third middle school opening in August of 2020. Future additional schools, including at least one (1) high school are anticipated to open in August 2021.
- 47.2 The awarded Proposer(s) of this RFP may be required to provide a core collection for each **elementary school** not to exceed 10,000 books, appropriate for grades kindergarten through fifth (K-5), which is to include interest and reading levels for up through sixth grade (6th).
- 47.3 The awarded Proposer(s) of this RFP will be required to provide a core collection for each **middle school** not to exceed 18,000 books, appropriate for grades sixth through eighth (6th–8th), which is to include interest and reading levels for grades ninth through tenth (9th–10th).
- 47.4 At this time, there are no submission requirements related to high school level reading; however, WCSD reserves the right to further contract with the awarded Proposer(s) of this RFP for any other newly constructed schools within the Washoe County School District area during the term (including renewal terms) of the RFP should it be deemed to be in the best interest of WCSD.

48.0 PROPOSAL TECHNICAL REQUIREMENTS – MIDDLE SCHOOL FOCUSED

NOTE: Proposers must be aware of all Evaluation Criteria identified in Section 50.0 and that the evaluation process will include all items listed in Section 50.0 (A-F) along with all items identified in Sections 48.0 Technical Requirements and Section 49.0 Proposal Format & Submittal Requirements.

- A. In addition to requirements outlined above in Sections 47.2 and 47.3 and for evaluation purposes of this RFP, Proposer(s) will provide a range of books specific to **middle school requirements** with approximate percentages of eighty percent (80%) fiction and twenty percent (20%) nonfiction.
- B. Multiple binding formats are acceptable: company bindings with free replacements are preferred. Trade and library bindings are acceptable, but trade and library bound books should not replace those titles for which company bindings are available. ***Paperback books are not to be included.***
- C. Pricing and availability must be clearly identified. Please specify discounts available. If discounts differ on different types of materials, such differences must be clearly identified.
- D. Bibliographic information should include title, author, publisher, date of publication, type of binding, reading level, interest level, awards (if applicable), review sources and annotations. ***Reading program and Lexile information should be included.***

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- E. The Opening Day Collection will include all books for middle school readers from ALA's Notable Children's books for [2018](#), [2017](#), [2016](#).
- F. The Opening Day Collection will include diverse books from [Children's Book Awards](#) and [Diverse Books](#).
- G. The Opening Day Collection will include the following genres:
 - i. Mystery, Fantasy, Science Fiction, Realistic Fiction, Romance, Sports, Historical Fiction, Horror, Paranormal, Humor, Action-Adventure, Urban Fiction, Graphic novels.
 - ii. Nonfiction Categories: True Adventure, True Crime, Memoirs and Autobiographies, Biography, History, Science, Math, the Environment, Sports, All About You, How To, Arts, Understanding and Changing the World, automobiles/cars, STEAM, technology, makerspace and careers.
- H. The Opening Day Collection will include a collection of picture books and high/low fiction and non-fiction not to exceed 5% of entire collection.
- I. The Opening Day Collection will include downloadable audiobooks and eBooks as appropriate for curriculum support, not to exceed 10% of the entire collection. See [YALSA audiobooks](#).
- J. Proposer will provide availability and amount of all digital resources available, i.e. audiobooks and eBooks. Proposer will provide availability and access for digital interactive supports and resources such as downloadable content, annotations, text to speech, and ability for teacher to assign digital text.
- K. Selections should be aligned to the current Nevada science, math, social studies and language arts standards, including electives such as health, art and "STEAM".
- L. The Proposer will offer a full range of cataloging and processing services, including, but not limited to:
 - i. Complete USMARC 21/852 holdings format bibliographic data for the entire collection, in a format applicable to the *Destiny Library Manager System*.
 - ii. MARC records should include standard processing specifications, Dewey classifications, and Sears subject headings, and Reading program information (526 tag and subfields) as required.
 - iii. Attached barcodes and spine label with label protectors with compatible symbology.
 - iv. Book pockets
 - v. Reading Program labels
 - vi. Ownership stamping
 - vii. Attached mylar covers where appropriate
 - viii. Digital availability
- M. Successful Proposer will specify a contact person who will handle the Opening Day Collection.

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49.0 PROPOSAL FORMAT & SUBMITTAL REQUIREMENTS

NOTE: Proposers must be aware of all Evaluation Criteria identified in Section 50.0 and that the evaluation process will include all items listed in Section 50.0 (A-F) along with all items identified in Sections 48.0 Technical Requirements and Section 49.0 Proposal Format & Submittal Requirements.

- Provide a complete TABLE OF CONTENTS.
- **ALL** Submittal Forms within Sections 54.0 through 58.0 must be submitted or the proposal may be rejected. Provide these required forms/sections in RFP submission under a separate tab or tab(s).
- Should Proposer fail to sign under authority the RFP document (Section 58.0), then the proposal shall be disqualified/rejected (refer to Section 1.10).
- Include a transmittal letter written on Proposer's letterhead with firm's full name, Proposer's legal status (sole proprietor, partnership, corporation or other), address, telephone and fax numbers and email address.
 - State whether Proposer's organization is national, regional or local.
 - State the location of the office from which Proposer's work would be performed.
- Provide a brief history of the firm, including any supplemental information which may be of assistance to the evaluation committee in determining the qualifications of the firm and/or individuals responding to RFP.
- Explain in detail the duration and extent of work/services experience with other school districts (preferably similar in size) including name, address and phone number of contact person for each experience noted.
- Identify each principal of the firm and all key personnel. Include a one-page organizational chart.
- Identify senior-level principal, who will act as the primary professional assigned to the WCSD account, and describe this person's experience and qualifications. Should Proposer need to replace this senior-level principal, WCSD approval will be required.
- Identify staff resources to be made available to WCSD and if applicable, include a description of training and development programs available to WCSD staff for use and understanding of any proposed services.
- Describe the approach taken including, but not limited to, how the project will be organized, number and types of staff involved, staff experience and qualifications.
- If applicable, submit names, addresses, phone numbers of any additional firms, which will provide services in conjunction with the performance of this RFP.
- Submit any proposed contract/agreement required by the Proposer. WCSD may elect to execute Proposer's contract/agreement provided WCSD's standard terms and conditions in this Proposal are incorporated into the final agreement. Unless otherwise identified as such, WCSD's contract language takes precedence in all cases.
- As a reminder, provide all required documentation per Section 1.1.5 (FINANCIAL STABILITY) as instructed (Section 50.0, Evaluation Criteria A):

(RFP)

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- Submit required documentation for the last three (3) consecutive years of operation.
 - If the required documentation is not provided with the Proposal, WCSD reserves the right to reject proposal as “non-responsive”.
 - The requested documentation should be provided in one (1) separate, sealed envelope, so that it can be easily forwarded to WCSD’s Office of Business & Financial Services for review.
 - Do NOT include this documentation in the proposal binders.
 - Only one (1) copy of the documents is required with submission.
- TOTAL cost/pricing fee information and/or schedules for overall middle school Opening Day Collection services and products for primary award consideration and elementary and high schools Opening Day Collection services and products as secondary award consideration submitted per instruction in Section 1.1.4 and Section 50.0 (Evaluation Criteria B).
- For purposes of competent and fair evaluation, Proposers will be asked to provide: (1) LIMITED LIST as specified below; (2) a complete catalog of available titles, print and digital, should also be included; and (3) a data disc or electronic file with complete MARC records for sample titles as specified in EXHIBIT A is required.
- A. Provide a LIMITED LIST specific to middle school of approximately eighteen hundred (1800) titles with these specifications:
- i. Include eighty (80%) fiction and twenty (20%) nonfiction titles appropriate for grades sixth through eighth (6th – 8th) including interest and reading levels for grades ninth through tenth (9th – 10th) from the following genres:
 - Mystery, Fantasy, Science Fiction, Realistic Fiction, Romance, Sports, Historical Fiction, Horror, Paranormal, Humor, Action-Adventure, Urban Fiction, Graphic novels
 - Nonfiction Categories: True Adventure, True Crime, Memoirs and Autobiographies, Biography, History, Science, Math, the Environment, Sports, All About You, How To, Arts, Understanding and Changing the World, automobiles/cars, STEAM, technology, makerspace and careers.
 - ii. LIMITED LIST should include titles with company bindings with free replacements (preferable), trade and library bindings, but must not include paperbacks.
 - iii. Pricing and availability must be clearly identified. Please specify discounts available. If discounts differ on different kinds of materials or bindings, such differences must be clearly identified.
 - iv. Bibliographic information should include title, author, publisher, date of publication, type of binding, reading level, interest level, awards (if applicable), review sources, and annotations. Reading program and Lexile information should be included.

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- v. The LIMITED LIST must include the following:
- Books for middle grade readers from ALA's Notable Children's books for [2018](#), [2017](#), [2016](#).
 - Award winning books from [Newbery](#), [Belpre](#), [Caldecott](#), [Sibert](#), [Coretta Scott King](#), [Morris](#), [Printz](#), and [Nevada Young Reader Award Lists](#)
 - Diverse books from [Children's Book Awards](#) and [Diverse Books](#)
 - A collection of picture books and high/low fiction and non-fiction.
 - A collection of downloadable audiobooks and eBooks as appropriate for curriculum support, perpetual access and single user license. Refer to [YALSA audiobooks](#).
 - A variety of high/low fiction in the following Fiction genres: Mystery, Fantasy, Science Fiction, Realistic Fiction, Romance, Sports, Historical Fiction, Horror, Paranormal, Humor, Action-Adventure, Urban Fiction, and Graphic Novels
 - Nonfiction Categories: True Adventure, True Crime, Memoirs and Autobiographies, Biography, History, Science, Math, the Environment, Sports, All About You, How To, Arts, Understanding and Changing the World, Automobiles/Cars, STEAM, Technology, Makerspace and Careers.
 - Selections should be aligned to the current Nevada science, math, social studies and language arts standards including electives such as health, art and STEAM.
 - Twenty (20) professional titles related to 21st century learning and student engagement.
 - At least fifteen (15) titles relating to the history, geography, and culture of the state of Nevada.

B. Selection considerations:

- [ALA's \(American Library Association\) Children's Notable Award Lists](#)
Including: [Newbery](#), [Belpre](#), [Caldecott](#), [Sibert](#), [Coretta Scott King](#), [Morris](#), [Printz](#)
- [Nevada Young Readers' Award Lists](#)
- [ALA Booklist Online](#)
- [YALSA \(Young Adult Library Services Association\)](#)

C. If applicable, include specific prices for processing items below. Please list individual prices and indicate discounts available for Opening Day Collection:

- Barcode with label protector with school specific placement
- Second barcode on top right of inside cover
- Book pocket on inside cover
- Spine label with label protector
- Accelerated Reader label
- Ownership stamping
- Mylar covers as necessary
- MARC records in USMARC 21/852 holdings format (*Machine Readable Cataloging Record*)
- Shipping, storage, delivery, shelf-ready processing, Dewey sorting, shelving assistance.
- Custom cataloging
- Collection development

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D. Delivery & Fill Rate

- i. Unless otherwise specified by Proposer, delivery of any materials shall be completed within twenty (20) days after receipt order (ARO). Failure to be able to deliver within the time specified may be grounds for considering the Proposer as "non-responsive." This may also be grounds for termination of any future contracts and/or order(s) and rejection of future proposals on the basis that the Proposer(s) is not responsive/responsible. Awarded Proposer must be able to deliver materials no earlier than May 1, 2019 and no later than July 1, 2019 per site/per Purchase Order.
- ii. Awarded Proposer must maintain an order fill rate of at least ninety-five percent (95%) for all titles which are still in publication at the time of an order placement. Fill rate shall be based on the number of available titles ordered compared to the number of titles delivered.
- iii. Awarded Proposer must adhere to all instructions as stated on each order (e.g., WCSD Purchase Order) including, but not limited to, delivery dates, "not to exceed" dollar amounts, bar coding and processing requirements, start and end numbers, etc.
- iv. Unless otherwise specified/requested by WCSD, all orders shall be delivered in a single shipment. Unless multiple shipments are specified, the awarded Proposer shall issue a single invoice for each order, which shall be submitted with an itemized proof of delivery ticket.
- v. Duplicate shipments or backorders received by WCSD shall be deemed incorrect and will be returned to the awarded Proposer at its expense.
- vi. Deliver sets and collections fully complete. Incomplete sets or collections may be returned at the awarded Proposer's expense or, at WCSD's discretion, purchased at a negotiated price.
- vii. Package all shipments to safeguard contents from damage. Shipments shall include an itemized packing list that fully lists all titles shipped, and each box shall have an exterior label that reflects the WCSD's Purchase Order number and the container's contents.
- viii. WCSD reserves the right to cancel any order, without penalty, if any of the aforementioned requirements are not met, or if in WCSD's opinion, it has been determined it would be better served by ordering materials from another vendor/supplier.
- ix. Proposers shall indicate willingness and ability to adhere to these requirements in RFP submission.

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50.0 EVALUATION CRITERIA

NOTE: The Facilitator for this RFP is identified on Page 1 of this document. Proposers may NOT contact anyone else regarding this RFP. Proposers contacting any other individual including, but not limited to, WCSD staff, officials, evaluation committee members, or Board of Trustees may be disqualified.

An evaluation committee will review the RFP submissions and determine the best proposal in accordance with the following evaluation criteria, which are listed below in no particular order. Final selection will be subject to review and approval by the WCSD's Board of Trustees:

- A. Financial Stability (PASS or FAIL) Submission and review as required per Section 1.1.5 of this RFP. WCSD's Office of Business & Financial Services will review all financial documents submitted by Proposers. Should a Proposer's submission of said financial documents be marked as "FAIL," then the Proposer's submission will be rejected in its entirety and will not be considered for award. Proposer will be notified.
- B. Detailed/itemized TOTAL Cost/Fee Schedule related specifically to middle schools are required with RFP submission and will be used as primary award consideration. Proposers are also to include TOTAL Cost/Fee Schedules related specifically to elementary and high school levels, which may be used as a secondary award consideration.
- C. Proposer's past experience and success with providing goods and services to WCSD along with providing similar scope of work and related services to other school districts (preferably similar in size), including evaluation of references provided with proposal.
- D. Customer Service provisions ("White Glove Services") provided at no additional cost that include, but are not limited to:
 - Shelf ready processing
 - Dewey sorting
 - Shelving assistance
 - Set-up activities to facilitate a "turn-key" library solution
 - Collection Storage* and Shipping
 - Collection Development
 - Custom Cataloging
 - Timely delivery of orders

() Interim Offsite Storage: There will be instances when unforeseen construction delays arise which may prohibit the scheduled delivery of materials. Notice of delay may either occur before books are in transit and/or after they are in route to WCSD. Upon request, and within one working day, Proposer shall be able to accommodate the off-site temporary storage of materials and be able to deliver from said storage area to WCSD within two (2) working days of request.*

- E. Adequacy and quality of book lists, including, but not limited to the alignment of selected titles to Nevada standards, age-appropriateness of titles, ranges of titles and materials, resources and other related factors:
 - Award winners - [Newbery](#), [Belpre](#), [Caldecott](#), [Sibert](#), [Coretta Scott King](#), [Morris](#), [Printz](#)
 - Bilingual
 - Nevada standards: science, social studies, language arts, math
 - Nevada books
 - Picture books
 - High/Low fiction/nonfiction

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- Genres
- Diverse range - variety, age appropriate
- Quality and availability of company (replaceable) binding
- Guarantee binding replacement

F. Digital Media Availability, including, but not limited to:

- Audiobooks
- eBooks
- Quality and availability of digital resources
- Interactive abilities
- Access to potential bank of digital resources
- Availability of "app" - readability, accessibility, interaction

51.0 TERM OF AGREEMENT

51.1 It is the intent of WCSD to award a contract to one (1) Proposer for an initial term of twenty-eight (28) months following formal award by WCSD's Board of Trustees and upon release of Notice of Award with three (3) optional 1-year (12 months) renewal terms, providing the RFP terms, conditions and pricing remain unchanged. However, WCSD reserves the right to award this RFP to multiple Proposers if deemed to be in its best interest.

52.0 PRICE ADJUSTMENT

52.1 Pricing provided by the Proposer shall not increase during the initial term of twenty-eight (28) months. After the initial contract term, if a renewal is exercised, a price adjustment may be submitted for review and authorization by WCSD prior to any *optional* renewal term.

52.2 WCSD may grant a price adjustment in a situation where (all) manufacturers/distributors of any contracted product(s) to be procured as a result of award of this RFP, 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.

52.3 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 RFP 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%).

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53.0 TIMELINE OF EVENTS RELATED TO RFP:

The following is the **TENTATIVE** schedule of events for the RFP submittal and selection process. WCSD reserves the right to change the schedule at any time.

Schedule of Events:	Date & Time:
RFP Released/Posted/Distributed	February 8, 2019
Deadline for Submitting Questions <i>(via email)</i>	February 15, 2019 at 4:30 pm (local time)
Addendum for Q & A Posted	February 19, 2019
Sealed Proposals Due/Open	February 27, 2019 at 2:00 pm (local time)
Letter of Intent – Recommendation of Award (ROA)	March 8, 2019
Formal Award by RFP	April 9, 2019
Notice of Award	April 10, 2019
Initial Term of Contract (28 months)	April 10, 2019 – August 31, 2021

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

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REQUIRED SUBMITTAL FORMS
(Sections 54.0 – 58.0)

54.0 REFERENCE FORM

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

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55.0 PUBLIC DISCLOSURE FORM

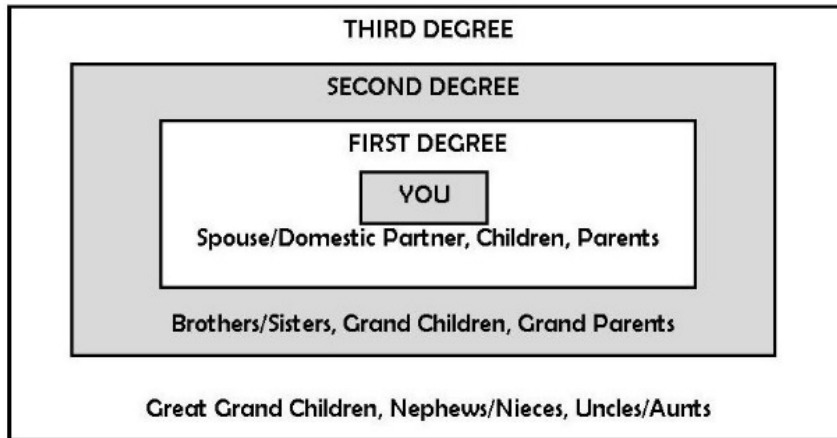
Submitting Firm/Agency Name: _____

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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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 WCS Personnel	Name of WCS Personnel	Pecuniary Interest (Y or N)

Signature: _____

Print Name: _____

Title: _____

Date: _____

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56.0 CONTACT INFORMATION

Firm Name:	
Address:	
City:	State:
Phone #:	Fax #:
Email:	

57.0 EXCEPTIONS TO THE TERMS, CONDITIONS AND SPECIFICATIONS

Exceptions to the Terms, Conditions and Specifications of this RFP must be noted in the space provided. Failure to note said exceptions shall be interpreted to convey that Proposer shall propose to perform in the manner described and/or specified. If more space is required, please attach additional sheet(s) referencing RFP title and number. **This form must be signed whether or not there are exceptions noted.**

58.0 PROPOSAL SIGNATURE

By signing this Proposal, I acknowledge the following:

- I am an authorized agent for Proposer’s firm.
- Proposer has read, understands and agrees to the terms and conditions in this RFP and accompanying documents.
- Proposer intends to supply the materials and/or services specified herein.
- Proposer shall provide, execute, and maintain insurance policies as specified herein.
- Proposer shall comply with all federal, state, city, local, county, WCSO statutes, other regulations and requirements.

 Authorized Signature

 Print Name

 Title

 Date

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EXHIBIT A

Category/ Request	Title	Author
NON-Fiction		
Non-Fiction True Adventure	<i>Bad Girls : Sirens, Jezebels, Murderesses, Thieves & Other Female Villains</i>	Jane Yolen
True crime	<i>How they choked : failures, flops, and flaws of the awfully famous</i>	Georgia Bragg
Memoirs & Autobiographies	<i>I am Malala : how one girl stood up for education and changed the world</i>	Malala Yousafzai with Patricia McCormick.
History, Science, Math	<i>Ick! yuck! eww! : our gross American history</i>	Lois Miner Huey
Sports	<i>Throwing strikes : my quest for truth and the perfect knuckleball</i>	R.A. Dickey with Wayne Coffey and Sue Corbett
All about You	<i>Phobiapedia : All the Things We Fear the Most!</i>	Joel Levy.
How To	<i>Writing magic : creating stories that fly</i>	Gail Carson Levine.
Arts	<i>Comic book art</i>	Hal Marcovitz.
Understanding the Changing World	<i>Amazing feats of biological engineering</i>	Melissa Abromovitz
Diverse Books	<i>George</i>	Alex Gino
High Interest/ Low Readability		
Picture Books	<i>What do you do with a problem?</i>	Kobi Yamada
Fiction Genres		
Mystery	<i>The False Prince</i>	Jennifer Nielsen
Fantasy	<i>Harry Potter</i>	JK Rowling
Science Fiction	<i>The Hunger Games</i>	Suzanne Collins
Realistic Fiction	<i>Everything, Everything</i>	Nicola Yoon
Romance	<i>The Selection</i>	Kiera Cass
Sports	<i>Football Hero</i>	Tim Green
Historical Fiction	<i>Prisoner B-3087</i>	Alan Gratz
Horror		
Paranormal		
Humor		
Action-Adventure	<i>The Traitor's Game</i>	Jennifer Nielsen
Street Lit/ Urban Fiction		
Graphic Novels	<i>Smile</i>	Raina Telgemeier
Content Area Titles		
Math	<i>Basketball : the math of the game</i>	Thomas K. Adamson
Science		
The Arts		
STEAM		
English/LA		
History		
Book Awards		
Newbery		
Belpre		
Caldocott	<i>The Man Who Walked Between the Towers</i>	Mordcai Gerstein
Sibert		
Coretta Scott King	<i>The Sun is Also a Star</i>	Nicola Yoon
Morris		
Printz		
NYRA	<i>Loot</i>	Jude Watson
E-books & Audiobooks		
Audio-book	<i>Ghost</i>	Jason Reynolds
e-book	<i>The Night Parade</i>	Kathryn Tanquary
Professional Books		
	<i>Just Ask Us: Kids Speak Out on Student Engagement</i>	Heather Wolpert-Gawron