



Washoe County School District
Request for Quote (RFQ) – PRODUCTS
Purchasing Department
14101 Old Virginia Road, Room 0
Reno, Nevada 89521
Phone (775) 850-8025
Email: solicitations@washoeschools.net
Facilitating Buyer: Jenny Perry

Quote Title: Classroom Disinfectant
Quote #: JP-1126-21

Washoe County School District (WCSD) is soliciting for formal quotes for certain PRODUCTS identified on the RFQ PRICE SCHEDULE/SPECIFICATION SHEET included in accordance with all defined terms and conditions in this document. RFQ submittals must be submitted on this form only and received in a sealed envelope or emailed directly to: solicitations@washoeschools.net for award consideration. RFQs that are received via facsimile, any other email other than that listed above, or outside of a sealed envelope will NOT be accepted.

Posting Date: Tuesday, November 17, 2020

Due Date: Tuesday, December 8, 2020 at 10:00 am (local time)

RFQ GENERAL TERMS, CONDITIONS AND SPECIFICATIONS

- FORMS:** Vendor must submit quote on this form only.
- LATE QUOTES:** Quotes received after the due date and time will not be accepted. The WCSD reserves the right to reject any quote not in compliance with all prescribed public procedures and requirements and to reject for good cause any or all quotes upon finding that it is in the WCSD's best interest to do so.
- CONTRACT TERM:** Vendor will receive a WCSD Purchase Order (PO); the General Terms and Conditions of this RFQ are hereby incorporated by reference. Acceptance of WCSD's PO includes all terms, prices, delivery, specifications and conditions stated herein. Contract initial term is for one (1) year from date of award with three (3) additional one (1) year renewals, providing the terms and conditions remain unchanged. WCSD reserves the right to terminate this agreement in whole or in part upon providing Vendor thirty (30) days written notice.
- FIRM PRICING:** Pricing provided on the **QUOTE PRICE SHEET** under the awarded Vendor, shall not increase during the first ninety (90) days of this contract. After the first ninety (90) days of this contract, 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 RFQ, 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. Prior to permitting any increase, evidence of such an increase, in the form of a letter on the manufacturer's/distributor's letterhead shall be provided to buyer no later than thirty (30) days prior to the proposed price increase. Letter shall include name of manufacturer/distributor, series or product numbers of the Bid item being increased, the amount and effective date of any and all increases to all dealers and distributors. In any case the price increase may not be greater than five percent (5%) of the original awarded contract price.
- QUANTITY:** The quantities listed in this quote are estimated. The WCSD's requirements may change prior to issuing a PO and the WCSD reserves the right to increase or decrease quantities at its discretion. Quantities may increase or decrease due to the Covid-19 pandemic and/or the possibility of distance learning.
- INVOICING AND PAYMENT:** Vendor must issue a separate invoice for each shipment. Invoice is to be issued upon delivery only, not before. Payment terms are Net 30 upon receipt of a proper invoice. The WCSD is tax exempt and does not pay state/local taxes or interest or late fees. Payments shall be made only for actual quantities furnished by Vendor upon order from WCSD.

7. ITEM SPECIFICATIONS: If applicable, specifications contained herein may reflect items of known quality and are acceptable to the WCSD. If the item specifications indicate "or equal," Vendor may offer other than the specified item if the item offered is equal in general style, type, quality, workmanship, economy of operation, performance, characteristics and suitability for the purpose intended. Vendor must identify the name brand offered, provide descriptive literature and be prepared to provide samples if requested for evaluation purposes. Failure to provide adequate descriptive literature may be cause to declare the quote non-responsive and reject the quote. If there is any doubt as to the suitability of a product offered on an "or equal" basis, the product will be rejected in favor of an offer to provide the product specified.

8. SHIPPING & DELIVERY: The price quoted for each line item shall include all shipping and handling charges to the F.O.B. destination listed on the PO. POs issued are for "prompt or immediate shipment" of the goods contained thereon. Unless otherwise specified, delivery will be made not later than thirty (30) calendar days after receipt of an order (ARO). The WCSD reserves the right to cancel any order if not filled within the contract time. The PO number must appear on all invoices, packing lists, packages, shipping notices and correspondence. All shipments of hazardous material must be accompanied by Safety Data Sheets (SDS). WCSD reserves the right to cancel any order if not filled within the required time without fees or legal ramifications. Failure for awarded Vendor(s) to deliver within the time specified may be grounds for considering the Vendor(s) as "non-responsive" and/or "non-responsible." In addition, WCSD reserves the right to terminate contract with any awarded Vendor(s) and reject future RFQ submissions for a period of up to twelve (12) months on the basis that the Vendor(s) is found/deemed to be non-responsive/non-responsible.

Deliveries are to be shipped to the following address unless otherwise notated on the Purchase Order:

Washoe County School District
Purchasing Warehouse
425 E. Ninth Street
Reno, NV 89512-0106

9. INSTALLATION: If applicable, orders of product(s) that require installation, Vendor shall perform the installation in accordance with manufacturer specifications in a professional manner. Vendor shall leave work area clean and free of all packaging and any debris created by the work.

10. AWARD: WCSD reserves the right to award this RFQ in whole or in part, by item, group of items, or by section where such action would serve WCSD's best interest. Quotes identified exclusively on the basis of "All or Nothing" will be excluded from this provision. In the event of a tie, low quote shall be determined by extending prices out to the third decimal. If a tie still exists, award shall be determined by lottery.

11. BASIS AWARD: Quote to be awarded on an "item by item" basis to lowest priced responsive/responsible Vendor unless otherwise noted in line item description.

12. CERTIFICATES OF INSURANCE LIABILITY: The awarded Vendor(s) shall not render any services or provide goods/products requested under this RFQ until satisfactory proof of all insurance certificates and supporting documentation has been approved by the WCSD Purchasing Department. All documentation must be submitted to:

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

13. REQUIRED INSURANCE COVERAGE & VERIFICATION: The awarded Vendor shall, at the awarded Vendor's sole expense, procure, maintain and keep in force for the duration of the contract insurance conforming to the minimum limits as specified in this Bid. The awarded Vendors 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 Vendor 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 Vendor's authorized Insurer(s) shall have no right of recovery or subrogation against WCSD. The required insurance shall be in effect prior to any services rendered and/or products procured from the awarded Vendor by WCSD and shall continue in force as appropriate until the completion of the contract term. The "ACORD 25 Certificate of Insurance Form" or a form substantially similar must be submitted by the awarded Vendor to WCSD to evidence the insurance policies and coverages required.

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

Washoe County School District
425 E. Ninth Street
Reno, Nevada 89512

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 Bidder's general liability. The coverages shall contain no special limitations on the scope of protection afforded to the WCSD, its officers, employees, agents or volunteers.

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 Bidder or the authorized Insurer without a replacement COI being provided to WCSD during the life of the contract. Upon renewal of the policies listed, awarded Vendor or authorized Insurer(s) shall furnish the WCSD with replacement certificates. The awarded Vendor shall furnish WCSD with COI with Additional Insured Endorsement(s) effecting coverage required. All COIs and relative endorsements are to be received upon written request by WCSD to the awarded Vendor and must be reviewed and approved by the WCSD's Purchasing Department prior to any services being rendered and/or products procured. Although not a standard practice of WCSD, WCSD reserves the right to require of the awarded Vendor to make available to WCSD for review complete, "certified" copies of all required insurance policies at any time. The awarded Vendor'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 Bidder's insurance and shall not contribute with it in any way. Any failure of the awarded Vendor to comply with the reporting provisions of the policies shall not affect coverage provided to the WCSD, its officers, employees, agents, or volunteers.

14. INSURANCE LIMITS:

GENERAL LIABILITY INSURANCE

During the term of this agreement, the awarded Vendor providing service to WCSD shall maintain comprehensive General Liability Insurance with the following coverages through an insurance carrier(s) licensed to do business in the State of Nevada and having a current A.M. Best rating of A-:VII or better and approved by the WCSD: (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; and (G) Property Damage Liability. 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.

AUTOMOBILE LIABILITY INSURANCE

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

WORKERS' COMPENSATION INSURANCE

If applicable, during the term of this agreement, the awarded Vendor shall have Workers' Compensation coverage as required by law for the duration of the contract to include Employer's Liability Coverage (noted at Statutory Limits) with minimum limit of one million dollars (\$1,000,000).

PROFESSIONAL LIABILITY INSURANCE

If applicable, during the term of this agreement, the awarded Vendor shall maintain Professional Liability Insurance (Errors & Omissions) with minimum limits of at least one million dollars (\$1,000,000) per occurrence. 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.

15. **SUBMISSION REQUIREMENTS:** Even if item being quoted on is "as specified", Vendor must identify brand/manufacture specified and (if applicable) model number. Failure to do so may result in rendering that particular quoted item as "not specified". All quotes submitted must have complete specifications and current catalog if quoting other than brand/manufacture specified. Failure to submit complete specifications may be cause for rejection of quote. All Vendors quoting on chemical and/or toxic products must submit a Safety Data Sheet (SDS) on each related item.

16. **SAMPLES:** When SAMPLES are requested, only if Vendor is quoting other than brand specified, then SAMPLES must be provided where noted. If SAMPLES are not received prior to quote due date and time, then quoted item submission may be rejected.

17. **PUBLIC DISCLOSURE FORM – REQUIRED WITH RFQ SUBMISSION:**

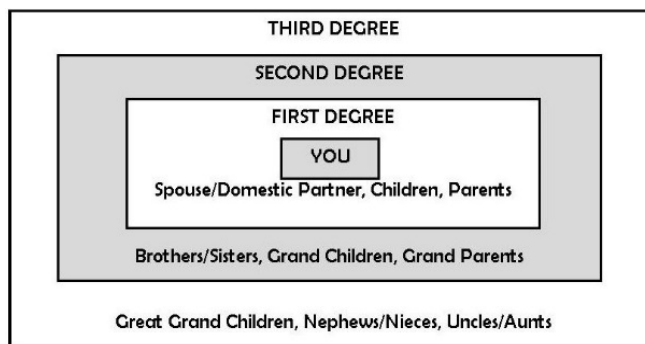
Firm/Agency Name: _____

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.

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.

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.



Quote Title: Classroom Disinfectant
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QUOTE PRICE SHEET

NO SUBSTITUTIONS WILL BE ACCEPTED FOR ANY OF THESE ITEMS. WCSO RESERVES THE RIGHT TO AWARD ANY COMBINATION OF THESE ITEMS AND WILL ADJUST QUANTITIES AS NEEDED BASED ON ITEM(S) AWARDED.

<u>ITEM</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1A	67 EA	Betco GE Fight Bac, Ready-to-Use (RTU) Disinfectant, 5-gallon container, Item #39005-00 SPECIFIED BRAND UNIT COST \$ _____ DELIVERY _____
1B	84 CS	Betco GE Fight Bac, Ready-to-Use (RTU) Disinfectant, Case of 4 1-gallon containers, Item #39004-00 SPECIFIED BRAND UNIT COST PER CASE \$ _____ DELIVERY _____
2	333 EA	Purell Foodservice Surface Sanitizer, 128 fl oz, Item #4341-04 SPECIFIED BRAND UNIT COST \$ _____ DELIVERY _____
3	84 CS	Diversey Oxivir Five 16 Concentrate, One Step Disinfectant Cleaner, Case of 4 1-gallon containers, Item #4963314 SPECIFIED BRAND UNIT COST PER CASE \$ _____ DELIVERY _____
4	111 CS	Diversey Oxivir 1 Ready-to-Use (RTU), One Step Disinfectant Cleaner, Case of 12 32oz bottles, Item #100850916 SPECIFIED BRAND UNIT COST PER CASE \$ _____ DELIVERY _____

Vendor Name: _____

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EXCEPTIONS TO RFQ TERMS, CONDITIONS AND SPECIFICATIONS:

Exceptions to the RFQ Terms, Conditions and Specifications must be noted in the space provided. Failure to note said exceptions shall be interpreted to convey that Vendor shall propose to perform in the manner described and/or specified. If more space is required, please attach additional sheet(s) referencing RFQ Title and Number.

RFQ SIGNATURE & DELIVERY:

In compliance with this RFQ and subject to all the terms and conditions thereof, the undersigned authorized agent offers and agrees, if this quote is accepted to furnish any or all of the items herein at the prices, terms and delivery stated. **This form must be signed and returned with submission.**

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

Date

Direct Email

Authorized Agent Signature