



Monica Schuerr-Howden, CPPB, MBA
Assistant Purchasing Supervisor
Washoe County School District, Reno Nevada

STRATEGY

Request for Proposal (RFP) Best Value Procurement

A close-up, slightly blurred image of several chess pieces (pawns and a knight) on a wooden chessboard, serving as a background for the title.

STRATEGY

What is “Best Value” in procurement?

- Factors beyond lowest price
- Prepares for project implementation and mitigates risk
- Quality and expertise
- Conformance to specifications
- Past performance
- Adaptability of services and schedules
- Best interest of the agency
- Weighted evaluation criteria

STRATEGY

What is a Request for Proposal (RFP)?

- Solicitation method that makes the acquisition of the necessary goods and/or services systematic and competitive.
- Invites for detailed proposals that include basic company information and history, financial data, technical abilities, product information, and verifiable customer references.
- Allows the agency to select the best option among creative solutions from multiple providers.
- Full and open competition that assists in driving down the overall cost of a project/purchase.
- Outlines submission process, contract terms, guidance on proposal format and presentation requirements.
- Invites suppliers to develop, present, and submit creative solutions to an agency's request/need/issue/problem.

IMPORTANT TO KNOW!

RFPs are governed differently under each state law – be sure to understand YOUR agency's governing law with respect to RFPs or what is defined as a “best value” solicitation practice.

STRATEGY

EXAMPLE: <https://www.leg.state.nv.us/NRS/NRS-332.html#NRS332Sec065>

Nevada Law for use of Best Value Solicitation

Nevada Revised Statute 332.065 outlines the ability for local government agencies (e.g. WCSD) to award a contract using the following criteria:

- Price
- Conformance to specifications
- Qualifications
- Past performance
- Performance or delivery date
- Quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of the contract
- The best interests of the public
- Other criteria identified by the governing body in the RFP, as applicable, that pertains to the contract

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STRATEGY

Affirmatives of RFP Process = PROs

- Agency's interests are known to various suppliers.
- Encourages suppliers to provide best offers on products/services with a competitive cost.
- Suppliers are aware upfront of the selection process and strive to be highly competitive.
- Agency is required to specify procurement plans and suppliers respond factually to the request.
- Through a structured evaluation and selection process, agencies show objectivity and transparency in the selection process.

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Negatives of RFP Process = CONs

- RFPs require a lot of effort on part both agency and suppliers.
- Can be time consuming and impact multiple personnel who are involved in the process.
- Preparing documents, scheduling evaluation review meetings, and meeting agency deadlines can slow the process down.
- Preparation of RFP submissions from interested suppliers may deter them from participating.
- Defining specifications and scope of work can be difficult resulting in unsatisfactory submissions and possible cancellation of solicitation.
- Proposals can be lengthy and difficult for agency to effectively evaluate and score accordingly.

STRATEGY

RFP Starters

- RFP template and related documents – updated according to current agency procedures and any applicable laws
- Agency's internal RFP Checklist
- Timeline of Events/Milestones based on agency's goals of purchase
- Qualified evaluation team members with availability and commitment to meetings and process - CONFIDENTIALITY
- Co-worker review and feedback on final solicitation documents prior to distribution
- Effective distribution processes (automatic & email)

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SAMPLE Documents

(Agency: WCSD)

- A. Request for Proposal Template/Packet *(Workshop #1)*
- B. Timeline & Milestones *(Workshop #2)*
- C. Checklist for Request for Proposal Process *(review)*
- D. Non-Disclosures for Evaluation Team *(round table)*
- E. Reference Questionnaires *(round table)*
- F. Evaluator Scoresheet *(review)*
- G. Final Tabulation Sheet *(review)*

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WORKSHOP #1 – RFP Outline

Refer to Sample A

Request for Proposal Template

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What might be in a RFP checklist?



- ✓ RFP identification information (e.g., title, number, publish date)
- ✓ Agency approval and award milestones
- ✓ Development of evaluation team, scheduling of meetings, and invites
- ✓ Distribution and advertisement deadlines
- ✓ Addendum postings
- ✓ Appeal, public opening, LOI, ROA, and award dates
- ✓ Internal processes, creating records, filing dates
- ✓ Contract finalization and calendar management of renewals and insurance

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Refer to Sample C
Checklist for Request for
Proposal Process

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What might be useful for a timeline?



- ✓ Use numerical date formats that coordinate to the amount of time needed to complete objective
- ✓ Try to build in “cushions” of time
- ✓ Identify the DAY of the week an event is taking place (i.e., “Monday”)
- ✓ Use creative bullet formats (e.g., box ☐)
- ✓ Identify multiple tasks that can fall under the same milestone
- ✓ Use color and font styles to better identify “urgent” factors
- ✓ Note when the timeline has been updated

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WORKSHOP #2 - TIMELINE

Refer to Sample B

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What is a scoresheet comprised of?



\$	1.49	85%	75.45%
\$	1.59	95%	75.96%
\$	1.51	79%	76.17%
\$	1.08	73%	76.19%
\$	1.69	68%	76.10%
\$	1.64	81%	
\$	1.35	78%	
\$	1.57	88%	

- ✓ Clear and easy to use/understand
- ✓ Proposer identification (confidentiality + key for identification)
- ✓ Criteria topic as it relates to RFP list
- ✓ Questions/topics to help evaluators score appropriately
- ✓ Weight per criteria; Pass or Fail identifiers
- ✓ Multiple columns for scoring purposes
- ✓ Notes for evaluators, value of Excel, formulas, and locked cells

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Refer to Sample F
Evaluator Scoresheet

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Final scoring...who is recommended?



- ✓ Final tabulations are imperative in identifying the highest scoring proposer
- ✓ Excel and formulas are helpful – link multiple scoresheets into one workbook
- ✓ One sheet can identify all proposers & Excel can have multiple “pre-formulated” sheets
- ✓ Scores can be categorized, totaled, averaged, ranked, sorted, etc.

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Refer to Sample G
Final Tabulation Sheet

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Additional RFP Provisions

- Review of documents by co-workers/key project personnel prior to distribution
- Financial Stability of Proposers – what to ask for
- File organization (hard copies & e-files) & use of calendar reminders – meeting deadlines
- Communication to evaluation team & others
- Confidentiality



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Questions?

Thank You

Monica Schuerr-Howden, CPPB, MBA
Assistant Purchasing Supervisor
Washoe County School District, Reno Nevada



REQUEST FOR PROPOSAL (RFP)

RFP TITLE:

[REDACTED]

RFP NUMBER:

[REDACTED]

SCOPE OF WORK/SERVICE:

Washoe County School District (WCSD) is seeking proposals within its [Name of Department/Site] for [REDACTED].

RFP DUE / OPENING DATE & TIME:

[REDACTED] at 2:00 P.M. (local time)

QUESTIONS:

ALL questions/inquiries must be submitted in writing via email to solicitations@washoeschools.net no later than 5:00 p.m. (local time) on [REDACTED].

AGENCY LOCATION:

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

SURETY REQUIREMENT:

["REQUIRED" OR "NONE REQUIRED"]

PURCHASING DEPT. FACILITATOR:

[Buyer Name, Title]

PUBLISH DATE:

[REDACTED]

NUMBER OF PAGES IN THIS RFP:

[REDACTED]

APPENDIX [#] PAGE TOTALS:

[REDACTED]

RFP TITLE:
RFP #:

GENERAL TERMS AND CONDITIONS OF RFP

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 (refer to **Section _____** for additional details). Please provide the following:

- One (1) original bound proposal marked "MASTER"; and
- **[Number Spelled] (#)** identical bound proposals marked as "COPY"; and
- One (1) identical electronic response in Microsoft Word, Microsoft Excel, or Adobe PDF, on CD or flash drive; if discrepancies are found between two (2) or more copies of proposals, the "MASTER" copy will provide the basis for resolving each discrepancy. If one (1) copy of the proposal is not clearly marked "MASTER," the WCSD may reject entire proposal submission; however, the WCSD may, at its sole discretion, select a COPY to be used as the "MASTER."
- Submit one (1) complete set of annual reports or financial statements for the last three (3) consecutive years of operation. If this is not provided with proposal, the WCSD reserves the right to reject proposal as "non-responsive." The financial statements 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. Please do not include these statements in the proposal binders.

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:

Firm Name:

RFP Title:

RFP #:

Due/Opening Date & Time: _____ at 2:00 P.M. (local time)

Mail or Deliver Submission 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 on Page 1 of this RFP document.

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- 1.6 Information should be prepared to provide a straightforward, concise delineation of capacities to satisfy requirements of the RFP on WCSD's forms. 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 non-awarded 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>
- A. Proposer must acknowledge receipt of Addenda by signing and returning with the original RFP documents. **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.
 - B. To insure that Proposer receives any Addenda issued on a bid downloaded from the WCSD website, Proposer must notify WCSD Purchasing Department at (775) 850-8025 or email solicitations@washoeschools.net with name, address, phone, and fax numbers. Purchasing will then automatically send any addenda documents required by this RFP.
 - C. If Proposer is a member of DemandStar and has downloaded a bid 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). An unsigned proposal may be disqualified/rejected.
- 1.11 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.
- 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 RFP must be noted in Section _____ of this RFP. Failure to note said exceptions shall be interpreted to convey that Proposer 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.

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- 1.16 The WCSD Contact Person for this RFP is listed on Page 1 of this document. Proposers may NOT contact anyone else regarding this RFP. Proposers contracting any other individual including WCSD Staff, Officials, or Board of Trustees may be disqualified.

2.0 LATE PROPOSALS

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 pm (local time) of the Due Date noted on Page 1 of this RFP document will be returned to its sender unopened.

3.0 WITHDRAWAL OF PROPOSAL

- 3.1 A proposal may be withdrawn by written notification delivered via email 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 (refer to Section 51.1). If so requested, Proposer(s) shall make their personnel available within ten (10) calendar days of request.
- 5.2 No cost allowance shall be permitted for this requirement.
- 5.3 WCSD also reserves the right to make its own Recommendation of Award from the written proposal(s) without presentations and/or formal interviews.

6.0 GOVERNING LAW

Should there be any vendor contract/agreement required, the awarded Proposer agrees that it shall be governed by and construed in accordance with the laws of the State of Nevada. No action involving this contract agreement may be brought except in the 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 RFP as required under Section 53.0, **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; however, should WCSD appropriate the funds at a later time, WCSD could contract for these services with another party at that time.

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

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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.

10.0 TERMINATION OF CONTRACT

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

11.0 JOINDER OF LOCAL GOVERNMENTS

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

- A. A governing body or its authorized representative may join or use the contracts of other local governments located within or outside this state with the authorization of the contracting awarded Proposer. The original contracting local government is not liable for the obligations of the local government which joins or uses the contract.
- B. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting Proposer. The State of Nevada or other state is not liable for the obligations of the local government, which joins or uses the contract.
- C. After the award of this RFP, all transactions, such as but not limited to inquiries, orders, warehousing and payment, will be made between participating local government and the awarded Proposer.

12.0 AMERICANS WITH DISABILITIES

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.
- 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
425 E. Ninth Street
Reno, Nevada 89512
- 14.5 For the purpose of substantiating the requirement of the WCSD to be named as an **"Additional Insured,"** the COI's **"Description of Operations/Locations/Vehicles"** section shall state the following:
- The WCSD, its officers, employees and volunteers are to be named as an "Additional Insured" on the awarded Proposer's general liability. The coverages shall contain no special limitations on the scope of protection afforded to the WCSD, its officers, employees, agents or volunteers.*
- 14.6 The COI should 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.
- 14.8 All COIs and relative endorsements are to be provided to WCSD by 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.**
- 14.9 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.**
- 14.10 **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.**

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- 14.11 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 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:

- 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.
- 15.3 By endorsement to the required General Liability policy, WCSD must be named as an "Additional Insured" for all liability arising from this contract. The Additional Insured Endorsement certificate should be the CG 20 10 11 85 or equivalent.

16.0 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

- 16.1 During the life of the contract, the awarded Proposer 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.

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

17.0 WORKER'S COMPENSATION COVERAGE

Awarded Proposer shall have Worker's Compensation coverage as required by law, including statutory limits to include Employer's Liability Coverage with minimum limits of one million dollars (\$1,000,000) for the duration of the contract term.

18.0 PROFESSIONAL LIABILITY INSURANCE

During the life of the contract, the awarded Proposer shall maintain Professional Liability Insurance (Errors & Omissions) with minimum limits of at least three 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.

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.
- 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.

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23.0 ASSIGNMENT

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

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

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

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

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.

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 RFP, the awarded Proposer's response, and any agreement submitted by the awarded Proposer, the language in this RFP shall take precedence.

29.0 FORCE MAJEURE

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

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

31.0 INDEMNITY

31.1 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.

31.2 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.

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

32.0 INTELLECTUAL PROPERTY

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.**

33.0 NO THIRD-PARTY RIGHTS

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

RFP TITLE:
RFP #:

34.0 NON-ENDORSEMENT

- 34.1 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.**
- 34.2 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.

35.0 RECORDS

- 35.1 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.
- 35.2 Upon prior written notice, at a mutually agreed upon time and place, all records shall be made available to WCSD.
- 35.3 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.

36.0 SEVERABILITY

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.

37.0 EXPENSES

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:

- A. No overhead and/or profit shall be permitted.
- B. Proposer shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by WCSD policies, regulations, and procedures for its own employees at the time the reimbursement request(s) are is/are made.

38.0 REJECTION OF PROPOSALS

WCSD 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. RFP 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 WCSD to believe that Proposer will be unable to carry out the obligations of the agreement and complete the work described.

RFP TITLE:
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- E. WCSD 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.

39.0 REFERENCES

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

40.0 PROPOSAL NEGOTIATIONS

- 40.1 WCSD shall attempt to negotiate with the Proposer recommended for award prior to award by the WCSD Board of Trustees.
- 40.2 If the WCSD is unable to negotiate a satisfactory contract with the recommended Proposer, the WCSD shall, formally and in writing, end negotiations with that Proposer and proceed to negotiate with the next Proposer in the order of the selection ranking until a successful contract agreement is reached or negotiations with all ranked proposers end.
- 40.3 At its sole discretion the WCSD reserves the right to award an agreement without negotiation based upon written proposals.
- 40.4 The WCSD reserves the right to accept any proposal, which it deems most favorable to the WCSD, and to reject any or all proposals or any portion of any proposal submitted, which is not in the WCSD's **best interest**.

41.0 CONTRACT AWARD GUIDELINES

- 41.1 WCSD reserves the right to waive any minor informalities or irregularities in proposals and/or agreements in its best interest.
- 41.2 WCSD 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, WCSD will select the Proposer whose proposal is most advantageous to the WCSD.
- 41.3 Contractual commitments are contingent upon the availability of funds as evidenced by the issuance of a purchase order.
- 41.4 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.
- 41.5 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.

- 41.6 WCSD reserves the right to hold proposals for a period of ninety (90) days from date of opening before awarding or rejecting said proposals.

42.0 RECOMMENDATION OF AWARD / LETTER OF INTENT POSTING

- 42.1 It is the responsibility of the interested Proposer to obtain the Recommendation of Award and/or the Letter of Intent. Both documents are also posted on the following websites:
- <http://www.washoeschools.net/Page/778>
 - www.DemandStar.com (*DemandStar requires paid membership*)
- 42.2 Any person may also obtain a copy of the Recommendation of Award and/or Letter of Intent by contacting **WCSD's** Purchasing Department via email at solicitations@washoeschools.net or by calling (775) 850-8025.

43.0 APPEAL BY NON-AWARDED PROPOSER

- 43.1 Any non-awarded Proposer may appeal a pending Recommendation of Award and/or Letter of Intent.
- 43.2 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 and/or Letter of Intent. 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.
- 43.3 Appellant shall be required to post a 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.
- 43.4 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).
- 43.5 The Director of Procurement and Contracts will review the letter of appeal and all relevant documents and make a determination on the appeal.
- 43.6 If Appellant is not satisfied with Director of Procurement and Contracts' determination, 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. WCSD reserves the right to waive the appeal being heard by the appeals committee and allow the appeal to move forward to the Board of Trustees.
- 43.7 Appellant will not seek any type of judicial intervention until WCSD has rendered its final decision on the protest.
- 43.8 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.
- 43.9 WCSD will stay any award action until after the Board of Trustees renders a final decision unless Appellant withdraws its appeal.

RFP TITLE:
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- 43.10 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 unsuccessful appeal.

44.0 BID BOND

- 44.1 When a bid bond is required, each proposal 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
RE: [RFP # _____]

- 44.2 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.
- 44.3 Surety of the awarded Proposer shall be retained by WCSD until replaced by a Performance Bond.

45.0 PERFORMANCE BOND

- 45.1 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 award for the initial period.
- 45.2 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.
- 45.3 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 by the Board of Trustees.
- 45.4 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 * * * * *

RFP TITLE:
RFP #:

SPECIAL TERMS AND CONDITIONS

46.0 SCOPE OF WORK, SERVICE AND/OR TECHNICAL REQUIREMENTS

WCSD is seeking proposals within its [Name of Department/Site] for _____.

47.0 SUBMITTAL REQUIREMENTS & FORMAT CHECKLIST

NOTE: RFP should be organized in the following format for ease of evaluation.

ALL Submittal Forms within Sections _____ through _____ must be submitted with RFP or the proposal may be rejected. Should Proposer fail to sign under authority the RFP document (Section _____), then the proposal may be disqualified/rejected (refer to Section 1.10). Please provide these forms in submission under a separate tab or tab(s).

- ☐ 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.
- ☐ Include a complete Table of Contents.
- ☐ 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 such as samples of work, etc., which may be of assistance to the evaluation committee in determining the qualifications of the firm and/or individuals responding to RFP.
- ☐ Identify each principal of the firm and all key personnel.
- ☐ Explain in detail the duration and extent of experience with similar school districts including name, address and phone number of contact person for each operation.
- ☐ 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.
- ☐ 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, and applicable licenses of all firms, which will provide services in conjunction with the performance of this RFP.
- ☐ If applicable, include a description of training and development programs available to WCSD staff for use and understanding of program/system.

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48.0 EVALUATION CRITERIA

An evaluation committee will review the proposals 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 CFO/Board of Trustees.

- A. Financial Stability (Pass or Fail) submission and review as required per Section 1.1 of this RFP. WCSD's Office of Business & Financial Services will review all financial statements submitted by Proposers. Should a Proposer's submission of said financial stability be marked as "Fail," then the Proposer's submission will be rejected in its entirety and will not be considered for award.
- B. Proposer's experience and success in conducting similar work/service with similar business/school structures (WCSD or other), including evaluation of references provided with proposal.
- C. Technical approach and Proposer's grasp of project as shown by the depth, breadth, and clarity of proposal.
- D. Adequacy of resources, including personnel, facilities, equipment, professional development (if applicable) and other related factors.
- E. Management and Planning including quality of procedures and organizational structures proposed for completion of the work/service.
- F. Cost
- G. Formal Presentation & Interview

49.0 PRICE ADJUSTMENT

- 49.1 Pricing provided by the Proposer shall not increase during the initial [] (#) year(s) contract term.
- 49.2 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.

50.0 TERM OF AGREEMENT

It is the intent of WCSD to award a contract for an initial term of [] (#) years upon release of the Notice of Award with [] (#) optional #-year renewal terms, providing the terms, conditions and pricing remain unchanged.

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RFP #:

51.0 TIMELINE OF EVENTS RELATED TO RFP:

51.1 WCSO may elect to request formal presentations/interviews of the Finalists to provide an opportunity to present proposals to the evaluation committee (refer to Section 5.0). These formal interviews and presentations are *TENTATIVELY* scheduled to take place March 27, 2017. The formal presentations/interviews will take place at a WCSO local site of choosing and Proposers chosen to participate in the interview and presentation phase will be notified of the actual date, time, and location.

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

Schedule of Events	Date/Time
RFP Released/Posted/Distributed	
Deadline for Submitting Questions <i>(via email)</i>	at 5:00 PM (local time)
Addendum for Q & A Posted	
Sealed RFPs Due/Open	at 2:00 PM (local time)
All Proposal Reviewed and Evaluated by Selected Team	
Notification of Finalists	
Finalists' Formal Interviews & Presentations	[Time TBD]
Letter of Intent Posted	
Award of RFP Selection by CFO/Board of Trustees	
Term of Contract	

52.0 EVALUATION CRITERIA & AWARD

The evaluation process will be processed in two (2) phases.

- Phase 1 will be the evaluation of the proposals submitted by responding firms. Weighted criteria will be used. The Proposers scoring the highest points will move to Phase 2.
- Phase 2 will be formal presentations and interviews that are tentatively scheduled for [REDACTED].
- WCSO reserves the right to adjust, add or remove phases to the evaluation process as deemed necessary for a thorough evaluation of the responses to determine the most competent, qualified firm.

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

RFP TITLE:
RFP #:

REQUIRED SUBMITTAL FORMS
(Sections -)

53.0 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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54.0 PUBLIC DISCLOSURE FORM

Firm Name: _____

I hereby certify that I understand:

- WCSD employees shall not receive unlawful compensation, commission or personal profit in the course of performing WCSD duties.
- WCSD positions may not be used for unlawful purposes or personal gain.
- I further certify that I have listed all personal relationships and financial interests between the company, company officers, and key employees with current and former WCSD Board of Trustees members and current and former WCSD authorizing officials.

Please complete form below. Additional sheets may be attached if necessary. Write N/A if non-applicable.

Company/Employee	Position	Date of Hire	WCSD Official/ Trustee	Relationship/ Interest

I hereby acknowledge that I am an authorized agent of the submitting firm/agency and that failure to disclose all facts relative to a conflict or potential conflict of interest with regard to this contract/agreement with WCSD may result in termination of said RFP (contract/agreement).

Signature: _____

Print Name: _____

Title: _____

Date: _____

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RFP #:

55.0 FIRM INFORMATION

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

56.0 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.

57.0 SUBMISSION SIGNATURE REQUIRED

By signing below, 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, WCSD statutes, other regulations and requirements.

Authorized Signature

Print Name

Title

Date

SAMPLE RFP FINAL PACKET



REQUEST FOR PROPOSAL (RFP)

RFP TITLE: Heat & Sealing Packaging Equipment Line for Nutrition Services

RFP NUMBER: 17-002

SCOPE OF REQUEST: Washoe County School District (WCSD) is seeking proposals to provide a turn-key heat and sealing packaging equipment line including delivery, installation, maintenance services, warranty(s), repairs, training, and start-up services for use of staff in WCSD's Nutrition Services Department (NS Dept.).

RFP DUE / OPENING DATE & TIME: March 13, 2017 at 2:00 pm (local time)

QUESTIONS: ALL questions/inquiries must be submitted in writing via email to solicitations@washoeschools.net no later than 5:00 pm (local time) on February 28, 2017.

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

SURETY REQUIREMENT: NONE REQUIRED

PURCHASING DEPT. FACILITATOR: Monica Schuerr-Howden, Assistant Purchasing Supervisor

PUBLISH DATE: January 30, 2017

NUMBER OF PAGES RFP: 26

EXHIBIT A: Price/Cost Schedule – Fee Proposal Form

RFP TITLE: Heat & Sealing Packaging Equipment Line for Nutrition Services
RFP #: 17-002

GENERAL TERMS AND CONDITIONS OF RFP

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. Please provide the following:
- One (1) original bound proposal marked "MASTER"; and
 - Seven (7) identical bound proposals marked as "COPY"; and
 - One (1) identical electronic response in Microsoft Word, Microsoft Excel, or Adobe PDF, on CD or flash drive; if discrepancies are found between two (2) or more copies of proposals, the "MASTER" copy will provide the basis for resolving each discrepancy. If one (1) copy of the proposal is not clearly marked "MASTER," the WCSD may reject entire proposal submission; however, the WCSD may, at its sole discretion, select a COPY to be used as the "MASTER."
 - Submit one (1) complete set of annual reports or financial statements for the last three (3) consecutive years of operation. If this is not provided with proposal, the WCSD reserves the right to reject proposal as "non-responsive." The financial statements 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. Please do not include these statements in the proposal binders.
- 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:
- Firm Name: _____
RFP Title: Heat & Sealing Packaging Equipment Line for Nutrition Services
RFP #: 17-002
Due/Opening Date & Time: March 13, 2017 at 2:00 pm (local time)
- Mail or Deliver Submission 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 on Page 1 of this RFP document.
- 1.6 Information should be prepared to provide a straightforward, concise delineation of capacities to satisfy requirements of the RFP on WCSD's forms. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should be

RFP TITLE: Heat & Sealing Packaging Equipment Line for Nutrition Services
RFP #: 17-002

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 non-awarded 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>
 - A. Proposer must acknowledge receipt of Addenda by signing and returning with the original RFP documents. 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.
 - B. To insure that Proposer receives any Addenda issued on a bid downloaded from the WCSD website, Proposer must notify WCSD Purchasing Department at (775) 850-8025 or email solicitations@washoeschools.net with name, address, phone, and fax numbers. Purchasing will then automatically send any addenda documents required by this RFP.
 - C. If Proposer is a member of DemandStar and has downloaded a bid 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 56.0). An unsigned proposal may be disqualified/rejected.
- 1.11 Prices submitted shall be F.O.B. Destination and exclusive of federal, state and local taxes. No shipping charges will be allowed. Further delivery requirements are outlined in Section 60.0.
- 1.12 All costs incurred in the preparation and submission of responses to the RFP shall be the responsibility of the Proposer.
- 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 RFP must be noted in Section 67.0 of this RFP. Failure to note said exceptions shall be interpreted to convey that Proposer 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.

RFP TITLE: Heat & Sealing Packaging Equipment Line for Nutrition Services
RFP #: 17-002

- 1.16 The WCSD Facilitator for this RFP is listed on Page 1 of this document. Proposers may NOT contact anyone else regarding this RFP. Proposers contracting any other individual including WCSD Staff, Officials, or Board of Trustees may be disqualified.

2.0 LATE PROPOSALS

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 pm (local time) of the Due Date noted on Page 1 of this RFP document will be returned to its sender unopened.

3.0 WITHDRAWAL OF PROPOSAL

- 3.1 A proposal may be withdrawn by written notification delivered via email 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 (Nevada Revised Statutes (NRS) Chapter 239). 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 (refer to Section 61.0(F) and 64.1). If so requested, Proposer(s) shall make personnel available within ten (10) calendar days of request.
- 5.2 No cost allowance shall be permitted for this requirement.
- 5.3 WCSD also reserves the right to make its own Recommendation of Award from the written proposal(s) without presentations and/or formal interviews.

6.0 GOVERNING LAW

Should there be any vendor contract/agreement required, the awarded Proposer agrees that it shall be governed by and construed in accordance with the laws of the State of Nevada. No action involving this contract agreement may be brought except in the 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 RFP as required under Section 69.0, 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; however, should WCSD appropriate the funds at a later time, WCSD could contract for these services with another party at that time.

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.

10.0 TERMINATION OF CONTRACT

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

11.0 JOINDER OF LOCAL GOVERNMENTS

11.1 NRS 332.195 – Joinder or mutual use of contracts by local governments states the following:

- A. A governing body or its authorized representative may join or use the contracts of other local governments located within or outside this state with the authorization of the contracting awarded Proposer. The original contracting local government is not liable for the obligations of the local government which joins or uses the contract.
- B. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting Proposer. The State of Nevada or other state is not liable for the obligations of the local government, which joins or uses the contract.
- C. After the award of this RFP, all transactions, such as but not limited to inquiries, orders, warehousing and payment, will be made between participating local government and the awarded Proposer.

12.0 AMERICANS WITH DISABILITIES

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.
- 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
425 E. Ninth Street
Reno, Nevada 89512
- 14.5 For the purpose of substantiating the requirement of the WCSD to be named as an "Additional Insured," the COI's "Description of Operations/Locations/Vehicles" section shall state the following:
- The WCSD, its officers, employees and volunteers are to be named as an "Additional Insured" on the awarded Proposer's general liability. The coverages shall contain no special limitations on the scope of protection afforded to the WCSD, its officers, employees, agents or volunteers.*
- 14.6 The COI should 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.
- 14.8 All COIs and relative endorsements are to be provided to WCSD by 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.
- 14.9 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.
- 14.10 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.

- 14.11 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 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:

- Premises-Operations
- Independent Contractor's Protection
- Products and Completed Operations
- Broad Form Property Damage
- Personal Injury (with Employee Exclusion deleted)
- Blanket Contractual Liability
- 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.

- 15.3 By endorsement to the required General Liability policy, WCSD must be named as an "Additional Insured" for all liability arising from this contract. The Additional Insured Endorsement certificate should be the CG 20 10 11 85 or equivalent.

16.0 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

- 16.1 During the life of the contract, the awarded Proposer 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.

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

17.0 WORKER'S COMPENSATION COVERAGE

Awarded Proposer shall have Worker's Compensation coverage as required by law, including statutory limits to include Employer's Liability Coverage with minimum limits of one million dollars (\$1,000,000) for the duration of the contract term.

18.0 PROFESSIONAL LIABILITY INSURANCE

During the life of the contract, the awarded Proposer shall maintain Professional Liability Insurance (Errors & Omissions) with minimum limits of at least three 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.

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.

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- 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.
- 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

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

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

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

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

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.

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 RFP, the awarded Proposer's response, and any agreement submitted by the awarded Proposer, the language in this RFP shall take precedence.

29.0 FORCE MAJEURE

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

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

31.0 INDEMNITY

31.1 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.

31.2 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 NRS, Chapter 41, including, but not limited to NRS 41.035.

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

32.0 INTELLECTUAL PROPERTY

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.

33.0 NO THIRD-PARTY RIGHTS

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

34.0 NON-ENDORSEMENT

34.1 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.

34.2 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.

35.0 RECORDS

- 35.1 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.
- 35.2 Upon prior written notice, at a mutually agreed upon time and place, all records shall be made available to WCSD.
- 35.3 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.

36.0 SEVERABILITY

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.

37.0 EXPENSES

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:

- A. No overhead and/or profit shall be permitted.
- B. Proposer shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by WCSD policies, regulations, and procedures for its own employees at the time the reimbursement request(s) are is/are made.

38.0 REJECTION OF PROPOSALS

WCSD 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. RFP 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 WCSD to believe that Proposer will be unable to carry out the obligations of the agreement and complete the work described.
- E. WCSD 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.

39.0 REFERENCES

- 39.1 WCSD may investigate information provided by Proposer to determine agency's accuracy.

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- 39.2 Proposer providing a reference or customer list (refer to Section 65.0 – Reference Form) gives the WCSD permission to contact firms listed and understand that any information gathered may be used in evaluation of the proposal.

40.0 PROPOSAL NEGOTIATIONS

- 40.1 WCSD shall attempt to negotiate with the Proposer recommended for award prior to award by the WCSD Board of Trustees.
- 40.2 If the WCSD is unable to negotiate a satisfactory contract with the recommended Proposer, the WCSD shall, formally and in writing, end negotiations with that Proposer and proceed to negotiate with the next Proposer in the order of the selection ranking until a successful contract agreement is reached or negotiations with all ranked proposers end.
- 40.3 At its sole discretion the WCSD reserves the right to award an agreement without negotiation based upon written proposals.
- 40.4 The WCSD reserves the right to accept any proposal, which it deems most favorable to the WCSD and to reject any or all proposals or any portion of any proposal submitted, which is not in the WCSD's best interest.

41.0 CONTRACT AWARD GUIDELINES

- 41.1 WCSD reserves the right to waive any minor informalities or irregularities in proposals and/or agreements in its best interest.
- 41.2 WCSD 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, WCSD will select the Proposer whose proposal is most advantageous to the WCSD.
- 41.3 Contractual commitments are contingent upon the availability of funds as evidenced by the issuance of a purchase order.
- 41.4 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.
- 41.5 Unless specifically stated herein, if any conflicts or inconsistencies exist between terms set forth in this RFP, the awarded Proposer's proposal, and any additional contract/agreement submitted by the awarded Proposer, the language in this RFP document shall take precedence.
- 41.6 WCSD reserves the right to hold proposals for a period of ninety (90) days from date of opening before awarding or rejecting said proposals.

42.0 RECOMMENDATION OF AWARD / LETTER OF INTENT POSTING

- 42.1 It is the responsibility of the interested Proposer to obtain the Recommendation of Award and/or the Letter of Intent. Both documents are also posted on the following websites:
- <http://www.washoeschools.net/Page/778>
 - www.DemandStar.com (*DemandStar requires paid membership*)

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- 42.2 Any person may also obtain a copy of the Recommendation of Award and/or Letter of Intent by contacting WCSD's Purchasing Department via email at purchasing@washoeschools.net or by calling (775) 850-8025.

43.0 APPEAL BY NON-AWARDED PROPOSER

- 43.1 Any non-awarded Proposer may appeal a pending Recommendation of Award and/or Letter of Intent.
- 43.2 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 and/or Letter of Intent. 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.
- 43.3 Appellant shall be required to post a 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.
- 43.4 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).
- 43.5 The Director of Procurement and Contracts will review the letter of appeal and all relevant documents and make a determination on the appeal.
- 43.6 If Appellant is not satisfied with Director of Procurement and Contracts' determination, 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. WCSD reserves the right to waive the appeal being heard by the appeals committee and allow the appeal to move forward to the Board of Trustees.
- 43.7 Appellant will not seek any type of judicial intervention until WCSD has rendered its final decision on the protest.
- 43.8 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.
- 43.9 WCSD will stay any award action until after the Board of Trustees renders a final decision unless Appellant withdraws its appeal.
- 43.10 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 unsuccessful appeal.

44.0 BID BOND (NOT REQUIRED FOR RFP #17-002)

- 44.1 When a bid bond is required, each proposal shall be accompanied by a surety company certified Bid Bond or Cashier's Check made payable to:

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Washoe County School District
425 East Ninth Street
Reno, Nevada 89512
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- 44.2 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.
- 44.3 Surety of the awarded Proposer shall be retained by WCSD until replaced by a Performance Bond.
- 45.0 PERFORMANCE BOND (NOT REQUIRED FOR RFP #17-002)
 - 45.1 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 award for the initial period.
 - 45.2 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.
 - 45.3 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 by the Board of Trustees.
 - 45.4 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 * * * * *

SPECIAL TERMS AND CONDITIONS

46.0 SCOPE OF REQUEST FOR PROPOSAL

WCSD is seeking proposals to provide a turn-key heat and sealing packaging equipment line including delivery, installation, maintenance services, warranty(s), repairs, training, and start-up services for use of staff in WCSD's Nutrition Services Department.

47.0 MANDATORY SITE VISIT

All interested Proposers are required to attend the mandatory site visit tentatively scheduled for Wednesday, February 22, 2017 from 9:00 am to 10:30 am to assess the new equipment location and operational requirements. If any interested Proposer is unable to attend the mandatory site visit, his/her firm's proposal may be rejected.

SITE-VISIT LOCATION:

Washoe County School District
Nutrition Services Department & Campus Catering
585 Spice Island Court
Sparks, Nevada 89431
Office: (775) 353-5930

48.0 PROPOSAL SUBMITTAL REQUIREMENTS & FORMAT CHECKLIST

NOTE: RFP should be organized in the following format for ease of evaluation.

ALL Submittal Forms within Sections 65.0 through 69.0 must be submitted with RFP or the proposal may be rejected. Should Proposer fail to sign under authority the RFP document, then the proposal may be disqualified/rejected (refer to Section 1.10). Please provide the Submittal Forms in submission under a separate tab or tab(s).

- ☐ 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.
- ☐ Include a complete Table of Contents.
- ☐ 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 such as samples of work, etc., which may be of assistance to the evaluation committee in determining the qualifications of the firm and/or individuals responding to RFP.
- ☐ Identify each principal of the firm and all key personnel.
- ☐ Explain in detail the duration and extent of similar, specific project experience with similar school districts including name, address and phone number of contact person for each operation.

- ☐ 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.
- ☐ Describe the project specific 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, and applicable licenses of all firms, which will provide services in conjunction with the performance of this RFP.
- ☐ Include a description of training and development programs available to WCSD staff for use and understanding of program/system (refer to Section 55.0).
- ☐ Equipment submittal reference manual/report that includes the following items:
 - ✓ A spare parts list that clearly identifies part numbers, terminology, descriptions, and associated costs;
 - ✓ USA source and stocked supplier(s) names, addresses, phone numbers, and emails;
 - ✓ General arrangement drawings with outline dimensions;
 - ✓ Equipment weights;
 - ✓ Certification that equipment meets the intent of all specifications;
 - ✓ Utility requirements of equipment (e.g., electricity, air, water, etc.); and
 - ✓ Manufacture(s) of food trays and delivery expectations after receipt of order (ARO).
- ☐ For review purposes only, Proposers are requested to submit "sample" copy of any additional contract, agreement, service level agreement, etc. that are standard documents of submitting firm relevant to the procurement of equipment and/or services.

49.0 OPERATIONAL REQUIREMENTS & REALIABILITY / PERFORMANCE

The new equipment line shall place trays onto a conveyor line where either liquid food product is deposited by machine or solid food product is be dispensed by hand. Equipment shall heat seal the top of the tray with plastic film. The new equipment line will replace the NS Dept.'s current five inch by six inch (5"x6") equipment line and the new tray sizes must be compatible with the NS Dept.'s delivery/heating baskets that hold ten (10) trays.

In addition to all equipment technical specifications and operational requirements listed herein the new equipment line shall:

- Continuously operate (at minimum) sixteen (16) hours per day, five (5) days per week; and
- Maintain a reliability rate of ninety-eight percent (98%) during the first twelve (12) operational months with exception to WCSD's recognized school breaks, when schools are not in session, and when NS Dept.'s Central Kitchen is closed.
- Propers are requested to provide maintenance request reports or other related data that would provide up to 18 months of inquiries that reflect any operational and/or reliability concerns from current customers in use of the proposed equipment line.
- SAFETY: All guards shall be interlocked to immediately STOP equipment movement if opened.

50.0 EQUIPMENT TECHNICAL SPECIFICATIONS:

50.1 HEAT SEALER

- A. Continuous motion sealing;
- B. Rotary heat seal;
- C. Stainless steel chain for the tray carriers;
- D. Easy to remove anodized aluminum tray carriers;
- E. Adjustable sealing pressure;
- F. Adjustable speed and temperature settings;
- G. Rotary heat seal assembly;
- H. Color-touch screen operator interface;
- I. Output signals to control optional peripherals;
- J. Maximum footprint = 17 feet length x 2 feet width (17'L x 2'W)
- K. Thirty-six inch (36") working height (36"H);
- L. Casters and locking wheels;
- M. Maximum overall size 36-inch height x 2 feet width x 17 feet length (36"H x 2'W x 17'H)
- N. Dual-lane with performance capability for trays of various depth with minimal equipment alteration;
- O. Minimum of 40,000 items in an eight (8) hour period;
- P. Five inch by six inch (5"x6") trays to accommodate NS Dept.'s current delivery/heating baskets (fits 10 trays) without alteration in production amount; and
- Q. Double-stacked product must be able to be heated to correct temperature.

50.2 FILLING EQUIPMENT

- A. Portable hand-activated and automatically integrated with machine for timing; and
- B. All hoses and attachments included.

50.3 HOPPER

- A. Twenty-five (25) gallon.

50.4 DENESTER

- A. Ability to run hot and cold plastic trays.

50.5 TURN TABLE

- A. 3 foot (3') diameter with a lip.

50.6 CONTROLS

- A. Allow at least twenty-five percent (25%) free space in electronic enclosures to allow for equipment line/system expansion and future add-ons.

51.0 EQUIPMENT FRAMEWORK

- 51.1 All surfaces shall be fabricated of cleanable materials that are corrosion resistant;

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- 51.2 All support structure shall be corrosion resistant and cleanable;
- 51.3 Interiors of pipes and structural components shall be completely and permanently sealed from the environment;
- 51.4 Galvanized or painted surfaces are NOT allowed;
- 51.5 Tri-clamp style connections shall be used;
- 51.6 All electrical enclosures will be rated "NEMA 4X" (National Electrical Manufacturer's Association);
- 51.7 All exposed surfaces shall be stainless steel; and
- 51.8 Equipment to be portable, mounted on locking casters with hard rubber surface with sealed ball bearings.

52.0 INSTALLATION & EQUIPMENT OPERATIONAL FEES/COST:

The cost of all of the necessary hardware, equipment, accessories (specified herein or not), labor, etc., required to deliver, furnish and install the equipment in accordance with the manufacturer's instructions shall be included in the PRICE/COST SCHEDULE – FEE PROPOSAL FORM (attached hereto as Exhibit A). The procured equipment line/system shall be fully functional and it shall operate in accordance with the manufacturer's specifications and requirements expressed in this RFP. All service work requested under agreed upon warranty(s) shall be performed by an authorized manufacturer's representative.

53.0 MAINTENANCE AND SERVICE:

- 53.1 All components shall be installed to facilitate "quick-change" wherever/whenever possible.
- 53.2 Equipment configuration and features shall allow ease of access for routine servicing and maintenance.
- 53.3 Equipment shall be suitable for operation in an industrial kitchen environment, subject to wash down with hot water and cleaning/sanitizing chemicals.
- 53.4 The awarded Proposer shall provide, for each piece of equipment: (A) hard-copy and electronic copy of service and repair manuals; and (B) equipment parts break down drawings, schedules with part numbers and electrical schematic drawings. Replacement/repair parts must be readily available and easily attainable. Awarded Proposer shall provide supply contact information of distributors and/or "parts houses" that can supply said parts and information.

54.0 WARRANTY AND REPAIRS:

The awarded Proposer is to support the following requirements during the first twelve (12) months of confirmed operational time:

- A. Dispatch a qualified technician within one (1) working day after receiving a service call from the NS Dept.;

- B. Complete the necessary repair within (2) two working days and/or replace the malfunctioning equipment within twenty-four (24) hours of request;
- C. Have adequate parts on-hand at all times to repair and maintain all supplied equipment;
- D. Be responsible for bearing all costs (including, but not limited to shipping, handling, etc.) for the provision of repair/replacement parts under initial 12-month warranty;
- E. Provide a toll-free phone number for Technical/Service Assistance; and
- F. Remove and replace any equipment that the NS Dept. deems to be defective, which includes, but is not limited to, evidence of multiple malfunctions, which renders the equipment inoperable and/or decreases its efficiency more than two percent (2%) of the time during the twelve (12) month "operational" time requirement specified herein.

55.0 TRAINING AND START-UP SERVICES:

- 55.1 Training shall be "competency-based" to ensure that at a minimum four (4) NS Dept. "end-users" are completely and efficiently capable to use the full functionality of the equipment line/system. Neither the number of times that training is offered, nor the length of a training activity, shall signify that training is "complete." Training shall continue until sufficient levels of competency have been adequately displayed by the NS Dept. "end-users" on a repetitive basis.
- 55.2 Training is to be held at the NS Dept.'s Central Kitchen location (refer to Section 47.0) during normal hours of operation, excluding, but not limited to, WCSD observed holidays.
- 55.3 Training shall be tailored specifically to the needs of the NS Dept. The awarded Proposer shall include documented procedures, operating manuals and other training materials as required (e.g., user-references, quick references, training outlines, etc.) at no additional cost to WCSD.
- 55.4 Training shall include all aspects of equipment line/system operation (e.g., cleaning procedures, operating guidelines, etc.) to allow the NS Dept.'s end-users to properly operate the equipment, perform routine scheduled maintenance duties, and conduct minimal repairs. A safety training video must be provided by the awarded Proposer.
- 55.5 The awarded Proposer shall provide an on-site factory certified technician on the scheduled day WCSD begins production with the equipment line/system. This technician shall continue to provide on-site services/oversight until the equipment line is operating at a one-hundred percent (100%) operating efficiency rate ("Acceptance Testing") for a complete sixteen (16) hour day. (Refer to Section 56.0).
- 55.6 The awarded Proposer and WCSD shall mutually agree upon the starting dates and times; however, WCSD is not required to provide more than two (2) weeks' notice for training services to commence.

56.0 ACCEPTANCE TESTING:

Completion of the "Acceptance Testing" by the NS Dept. will initiate the payment cycle. The minimal requirements for Acceptance Testing include, but are not limited to the following:

- A. NS Dept.'s end-users have received the required "competency-based" training as outlined in Section 55.0;
- B. Operational manuals, schematics, parts list, etc., have been provided;
- C. Installation is completed and the equipment line/system is operating properly; and
- D. The NS Dept. site has been returned to its pre-installation status.

57.0 AVAILABLE ON-SITE UTILITY INFORMATION:

- Electrical: 120V, 20 amps, single phase AND 208V, 30 amps, single phase;
- Potable Water (Soft) – 60 psi;
- Hot Water (Soft) – 60 psi, 120-140 degrees Fahrenheit; and
- Compressed Air – 0-125 psi, 0-500 cfm.

58.0 REQUIRED EQUIPMENT IDENTIFICATION (AWARDED PROPOSER ONLY):

- 58.1 Affix permanent engraved nameplates for the control panel;
- 58.2 Label all instrument readouts and lights on control panel;
- 58.3 Label all equipment inside (rack mounted instruments, relay buses, power supplies, circuit breakers, terminal blocks, etc.);
- 58.4 Identify conductors at each termination with wire numbers using permanent-type marker; and
- 58.5 Affix (or provide to NS Dept.) an engraved nameplate to identify the equipment line that is to include the following information:
 - Manufacturer name and address
 - Serial number;
 - Model number; and
 - Manufactured Date.

59.0 COMPLIANCE:

Design and fabrication of new equipment line/system shall comply with the applicable sections of the latest editions and addenda of the following codes and standards:

- A. American Society of Testing Materials (ASTM);
- B. American National Standards Institute (ANSI);
- C. American Welding Society (AWS);
- D. Current Good Manufacturing Practices (cGMPs) in compliance with CFR Title 21, parts 210,211, 607, and 640.3.5. Food and Drug Administration (FDA);
- E. National Electrical Manufacturer's Association (NEMA);
- F. Occupational Safety and Health Association (OSHA);

RFP TITLE: Heat & Sealing Packaging Equipment Line for Nutrition Services
RFP #: 17-002

G. Dairy and Food Industries Supply Association, Inc. (3-A); and

H. National Sanitation Foundation (NSF)

60.0 DELIVERY (Refer to Section 1.11):

60.1 After receipt of a WCSD Purchase Order, delivery of order is to be completed within 6-8 weeks after receipt of order (ARO).

60.2 Awarded Proposer is to furnish all materials, equipment, labor, and engineering necessary to fabricate shipping container, prepare for shipment, and ship equipment for delivery between the hours of 7:30 am and 2:00 pm (local time) FOB Destination to:

Washoe County School District
Nutrition Services Department & Campus Catering
585 Spice Island Court
Sparks, Nevada 89431
Office: (775) 353-5930

60.3 Delivery is to be coordinated with assigned/authorized representative of the NS Dept.

60.4 Equipment line/system shall be protected from any damage during shipping, including but not limited to, rough handling, fork-trucks, and weather.

60.5 Equipment shall be mounted securely on a pallet or skid at the expense of the awarded Proposer.

61.0 EVALUATION CRITERIA

Following determination of financial stability as outlined below Section 61.0(A), a predetermined Evaluation Review Committee will review all proposals and determine the best proposal in accordance with the following evaluation criteria, which are listed below in no particular order.

- A. Financial Stability (Pass or Fail) submission and review as required per Section 1.1 of this RFP. WCSD's Office of Business & Financial Services will review all financial statements submitted by Proposers. Should a Proposer's submission of said financial stability be marked as "Fail," then the Proposer's submission will be rejected in its entirety and will not be considered for award.
- B. Proposal submission and clarity of documentation, including all requested/required format and submittal forms;
- C. Equipment Technical Specifications, Operational Requirements and Reliability/Performance, including, but not limited to, heat sealer; filling equipment; hopper; denester; turn table; and controls (refer to Sections 49.0 through 61.0);
- D. Maintenance, Warranty(s), and Repair Services (refer to Sections 53.0 and 54.0);
- E. Reference Check Questionnaires (Section 65.0);
- F. Formal Interviews & Presentations;

RFP TITLE: Heat & Sealing Packaging Equipment Line for Nutrition Services
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G. Price/Cost Schedule – Fee Proposal (Exhibit A) – *electronic/fillable Excel copy available upon request to solicitations@washoeschools.net*

62.0 PRICE ADJUSTMENT

- 62.1 Pricing provided by the awarded Proposer shall not increase during the initial two (2) years contract term.
- 62.2 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.

63.0 TERM OF AGREEMENT

WCSD's intent is to award this RFP contract for an initial term of two (2) years upon release of the Notice of Award with two (2) optional one (1) year renewal terms, providing the terms, conditions and pricing remain unchanged or otherwise agreed upon with mutual written agreement.

64.0 RFP TIMELINE OF EVENTS:

- 64.1 As previously outlined, WCSD may elect to request formal presentations/interviews of the Finalists to provide an opportunity to present proposals to the evaluation committee. These formal interviews and presentations are **TENTATIVELY** scheduled to take place April 4, 2017. The formal presentations/interviews will take place at a WCSD local site of choosing and Proposers chosen to participate in the interview and presentation process will be notified of the actual date, time, and location.
- 64.2 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.

EVENT	DATE/TIME
RFP Released/Posted/Distributed	January 30, 2017
Mandatory Site-Visit	February 22, 2017 9:00 am – 10:30 am
Deadline for Submitting Questions <i>(via email)</i>	February 28, 2017 at 5:00 pm
Addendum for Q & A Posted	March 3, 2017
Sealed RFPs Due/Open	March 13, 2017 at 2:00 pm
Proposals Reviewed and Evaluated	March 14 – March 23, 2017
Notification of Finalists	March 24, 2017
Mandatory Finalists' Interviews & Presentations	April 4, 2017 9:00 am – 2:00 pm
Letter of Intent Posted	April 13, 2017
Award of RFP Selection by Board of Trustees	May 9, 2017
Notice of Award Posted/Distributed	May 10, 2017
Term of Contract	May 10, 2017 to May 9, 2019

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

RFP TITLE: Heat & Sealing Packaging Equipment Line for Nutrition Services
RFP #: 17-002

REQUIRED SUBMITTAL FORMS

(Sections 65.0 – 69.0)

65.0 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:	

RFP TITLE: Heat & Sealing Packaging Equipment Line for Nutrition Services
RFP #: 17-002

66.0 PUBLIC DISCLOSURE FORM

Firm Name: _____

I hereby certify that I understand:

- WCSD employees shall not receive unlawful compensation, commission or personal profit in the course of performing WCSD duties.
- WCSD positions may not be used for unlawful purposes or personal gain.
- I further certify that I have listed all personal relationships and financial interests between the company, company officers, and key employees with current and former WCSD Board of Trustees members and current and former WCSD authorizing officials.

Please complete form below. Additional sheets may be attached if necessary. Write N/A if non-applicable.

Company/Employee	Position	Date of Hire	WCSD Official/ Trustee	Relationship/ Interest

I hereby acknowledge that I am an authorized agent of the submitting firm/agency and that failure to disclose all facts relative to a conflict or potential conflict of interest with regard to this contract/agreement with WCSD may result in termination of said RFP (contract/agreement).

Signature: _____

Print Name: _____

Title: _____

Date: _____

RFP TITLE: Heat & Sealing Packaging Equipment Line for Nutrition Services
RFP #: 17-002

67.0 FIRM INFORMATION

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

68.0 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.

69.0 SUBMISSION SIGNATURE REQUIRED

By signing below, 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, WCSD statutes, other regulations and requirements.

Authorized Signature

Print Name

Title

Date

ITEM DESCRIPTION	QTY.	UNIT PRICE	EXTENDED PRICE
Quantities are estimated for up to two (2) equipment lines.			
Packaging System/Line Hardware (complete turn-key)	2	\$ -	\$ -
<i>If itemized pricing is available per component please list below:</i>			
Heat Sealer (Section 50.1)	2	\$ -	\$ -
Filling Equipment (Section 50.2)	2	\$ -	\$ -
Hopper (Section 50.3)	2	\$ -	\$ -
Denester (Section 50.4)	2	\$ -	\$ -
Turn Table (Section 50.5)	2	\$ -	\$ -
Controls (Section 50.6)	2	\$ -	\$ -
Packaging System/Line Software (if applicable)			
Per Subscriber (i.e., WCSO)	1	\$ -	\$ -
Per Licensed User	5	\$ -	\$ -
Other (description required)	1	\$ -	\$ -
PLASTIC TRAYS (5"x6") (Qty. = "each")			
<i>Please list each variable depth and design of 5"x6" tray available.</i>			
•	300,000	\$ -	\$ -
•	300,000	\$ -	\$ -
•	300,000	\$ -	\$ -
•	300,000	\$ -	\$ -
•	300,000	\$ -	\$ -
•	300,000	\$ -	\$ -
•	300,000	\$ -	\$ -
•	300,000	\$ -	\$ -
INSTALLATION & OPERATIONAL COMPONENTS (Section 52.0)			
Installation	2	\$ -	\$ -
Additional Installation Hardware	2	\$ -	\$ -
Accessories	2	\$ -	\$ -
Labor per Hour	8	\$ -	\$ -
DELIVERY CHARGES			
Freight	2	\$ -	\$ -
Shipping	2	\$ -	\$ -
Handling	2	\$ -	\$ -
Other (description required)	2	\$ -	\$ -
12-MONTH "STANDARD" WARRANTY & REPAIRS (Section 54.0)			
(As defined under Section 54.0)	2	\$ -	\$ -
TOTAL			\$ -
TRAINING & START-UP SERVICES (Section 55.0)			
Trainers per Session	2	\$ -	\$ -
Per Hour	8	\$ -	\$ -
Per Day	5	\$ -	\$ -
Per 5-Day Workweek	2	\$ -	\$ -
Travel, Lodging, Per Diem (* see note below)	N/A	\$ -	\$ -
Other (description required)	2	\$ -	\$ -
ADDITIONAL WARRANTY	Months		
<i>(Past Initial 12 months "For Informational Purposes" Only)</i>			
•	12	\$ -	\$ -
•	24	\$ -	\$ -
•	36	\$ -	\$ -

LIST OF FOOD PUMPING ITEMS <i>(For informational purposes only)</i>
ALFREDO SAUCE <i>(Pump)</i>
BATTER (various) <i>(Pump)</i>
BEANS <i>(Pump)</i>
CHICKEN NUGGETS
CHICKEN PATTIES
CHILI <i>(Pump)</i>
DIFFERENT SIZED SANDWICHES
ENCHILADAS W/ RAW RICE <i>(Sauce Pump)</i>
FRUIT <i>(Pump)</i>
GRAVY <i>(Pump)</i>
HAMBURGER PATTY W /BUN
HOT DOG
JELLO <i>(Pump)</i>
LIQUID EGGS <i>(Pump)</i>
MACARONI & CHEESE <i>(Pump)</i>
MARINARA <i>(Pump)</i>
MASHED POTATOES
MEAT BALL SANDWICH <i>(Sauce Pump)</i>
MEAT SAUCE <i>(Pump)</i>
NOODLES <i>(Pump)</i>
ORANGE CHICKEN W/ COOKED RICE <i>(Sauce Pump)</i>
PASTA <i>(Pump)</i>
REFIRED BEANS <i>(Pump)</i>
SALAD
SANDWICHES
WRAPPED BUNS
YOGURT <i>(Pump)</i>

TIMELINE for Heat Sealing & Packaging Equipment for Nutrition Services**11/28/16 – 1/23/17:**

- ☐ Determine RFP Review Committee Members (min. 1 “external” member required)
- ☐ RFP Facilitator will schedule and send out email invites to Eval. Committee for all required meetings (Proposal Review and Formal Interviews/Presentation)
- ☐ Nutrition Services is to develop scope of service and provide to RFP Facilitator
- ☐ Establish criteria and weight/points to be considered for award
- ☐ RFP Facilitator will draft RFP document and process for final review
- ☐ RFP Facilitator pulls vendor for RFP distribution notices & creates mailing labels
- ☐ RFP Facilitator prepares/distributes Evaluation Committee Members’ Letters of Confidence to be returned by 1/17/17

1/24/17 – 1/25/17:

- ☐ RFP Facilitator finalizes RFP document for posting and distribution with any last minute edits requested
- ☐ Prepare Postcard Notices for mailing and send to Mail Center for distribution
- ☐ Newspaper Ad request to be submitted for legal advertisement to run on Monday, 1/30/17

1/30/17 (Monday):

- ☐ Post RFP to required websites – 6 weeks to allow for mandatory site visit meeting
- ☐ Open Q & A period

2/22/17 (Wednesday):

- ☐ Mandatory Site Visit at Nutrition Services for equipment assessment by all interested Proposers

2/28/17: (Tuesday):

- ☐ Close Q & A period

3/1/17 – 3/2/17:

- ☐ Develop RFP Addendum for Q&A

3/3/17:

- ☐ Post/distribute Q&A Addendum (11 calendar days prior to opening of RFP)

3/13/17 (Monday at 2:00 pm):

- ☐ RFP OPENS
- ☐ Prepare Proposal packages for RFP Review Committee Members
- ☐ Prepare Financial Review Package for Gail Carson

3/14/17:

- ☐ Deliver Financial Review Package to Gail Carson for evaluation; due back 3/16/17
- ☐ Arrange for pick-up or delivery of RFP Packets to Evaluation Team
- ☐ RFP Review Committee Members (individually) complete the review process of all Proposals and complete Proposal Evaluation Scoresheets and Strengths & Weaknesses forms for each Proposer

3/23/17 (Thursday 9:00 am – 1:00 pm):

- ☐ RFP Committee & RFP Facilitator meet to discuss all Proposals and tally Evaluators’ scores in order to identify “Finalists” to be invited for Interviews/Presentations

3/24/17:

- ☐ Notify all Finalists of Formal Interview/Presentation Meeting (minimum 10-day notice required)

4/4/17 (Tuesday 8:30 am – 2:00 pm):

- ☐ Formal Interviews/Presentations by Finalists
- ☐ Committee scores 2nd round and selects Proposer for “Recommendation of Award” (ROA)

4/5/17:

- ☐ RFP Facilitator will prepare final Scoresheet Tabulation/Ranking; “draft” Board Staff Report; and Letter of Intent

4/6/17:

- ☐ RFP Facilitator will post/distribute Letter of Intent
- ☐ OPEN Appeal window (6 calendar days starting the date after the Letter of Intent noted date (i.e., if the date is 4/6/17, then the Appeal window is from 4/7/17 to 4/14/17)
- ☐ Request any additional official contract from awarded Proposer for formal review and negotiations; If no additional contract is required, the RFP document becomes the final contract for Board approval

4/7/17 – 4/21/17: (2 weeks; if applicable)

- ☐ Complete review and finalize any additional contract through formal contract review process
- ☐ Request vendor’s signature on FINAL contract as 1st execution on two (2) original copies

4/14/17 (Friday at 5:00 pm):

- ☐ CLOSE Appeal window
- ☐ If no appeal is received, continue with review of contract and signature process (if applicable)
- ☐ RFP Facilitator will finalize the Board Staff Report to be ready for entry into BoardDocs

4/24/17 – 4/26/17:

- ☐ Director will review Staff Report and all related materials

4/26/17 by Noon:

- ☐ Agenda Topic due to Board Assistant via email
- ☐ Staff Report due for entry into BoardDocs; entered by Layne or Andrea

5/9/17: (Tuesday)

- ☐ Board Meeting for approval of RFP Recommendation of Award

5/10/17:

- ☐ Prepare/post/distribute Notice of Award
- ☐ Provide counter-signed copy of any additional contract by Superintendent to awarded vendor

Checklist for Request for Proposal Process

SAMPLE C

RFP #:		RFP Title:	
RFP Opening Date:			
Initials			
	Name the RFP solicitation with title relevant to request		
	Assign solicitation number for RFP		
	Determine estimated value of total contract	Estimated Value = \$	
	Determine if award will require: <input type="checkbox"/> CFO approval (\$50,000 to \$99,999) <input type="checkbox"/> Board approval (\$100,000 +)		
	Determine Opening Date based on the needs of the end-user or department/site and if Board approval is required (\$100,000 +)		
	If Board approval is required...	Agenda Topic Due:	Staff Report Due:
	Board Date:		
	Draft RFP document and all attachments/appendices		
	Establish an Evaluation Committee that includes at least one (1) "external" Member (<i>non-District</i>)		Total Members:
	Complete <i>Approval for Solicitation & File Request Form</i> (PUR-F218) and submit for department head review/approval		
	Identify email addresses for registered/interested Proposers		
	Finalize RFP document and all attachments/appendices		
	Prepare <i>Evaluation Committee Member Non-Disclosure Memo</i> (PUR-F256) for each invited evaluator		
	Send <i>Evaluation Committee Member Non-Disclosure Memo</i> (PUR-F256) to each invited evaluator via email		Due Date:
	Schedule all Evaluation Committee Meetings that will occur for proposal review and interview/presentations and send email invites to committee		Evaluation Lead Member:
	Log that all Evaluation Committee Members have signed and returned PUR-F256		
	Prepare Timeline with all pertinent milestones/deadlines		
	Post RFP milestone/deadline dates on shared Outlook calendar		
	Send RFP calendar reminders for Buyer and any assisting Support Staff		
	Legal Ad Payment Responsibility: <input type="checkbox"/> Purchasing <input type="checkbox"/> Capital Projects <input type="checkbox"/> Facilities Management		
	Prepare <i>Notice to Bidders-Newspaper Ad Request</i> (PUR-F237) and email to Support Staff for processing		Due Date:
	Email <i>Notice to Bidders-Newspaper Ad Request</i> (PUR-F237) to Reno-Gazette Journal	Published on:	Receipt/Clip:
	Complete website postings	Purchasing Date:	Demandstar Date:
	Email copy of RFP to all prospective direct recipients		
	When RFP is posted - email RFP copy to Evaluation Committee Members w/reminder that they are under a "cone of silence"		
	Following the close of the Q&A period, draft/review/finalize Addendum for Q&A		
	Post Q&A Addendum to both DemandStar and Purchasing websites		Addendum Posting Date:
	Email Addendum to all Proposers who submitted questions or requested to receive Addenda copies along with any original prospective recipients who received RFP via email		
	RFP Opens complete <i>Solicitation Opening Table</i> (PUR-F215) and <i>Surety Collection Log</i> (PUR-F221) (if applicable)		
	RFP Opening Day - put together review packets for all Evaluation Committee Members Each packet should include: (1) Proposal Score Sheet and Strengths & Weaknesses sheet for each proposal submitted, (2) copy of the RFP document & all Addenda, and (3) copy of each proposal submitted (remove any financial and cost/fee information)		

Checklist for Request for Proposal Process

SAMPLE C

RFP #:		RFP Title:	
RFP Opening Date:			
Initials			
	Send all Proposers' financial information marked "Confidential" to Business Office for Pass/Fail determination of financial stability		
	Prepare/Print Evaluation Committee <i>Receipt of Documents</i> sheet for each Evaluation Committee Member to sign when packets are delivered		
	Upon receipt of final financial review, arrange to either hand-deliver all packets or have Evaluation Committee Members pick-up packets (excluding an proposals that failed review)		
	Send email reminder to all members to bring all proposals, completed score sheets and notes to Proposal Review Meeting to review scores and select Finalists		
	Facilitate Proposal Review Meeting to review/score all proposals and identify Finalists		
	Notify the Finalists by email (request confirmation of receipt) with the date, time and location of interview/presentation. Follow-up with phone call confirmation if email has no response. Provide any information to be included in the presentation that the Evaluation Committee may be interested in reviewing.		
	Email <i>Reference Check Questionnaires</i> to all references provided by Finalists (responses are due prior to presentations)		
	Facilitate Formal Interviews/Presentations; all scores are finalized and documentation is collected from each Evaluation Member by the Buyer		
	Draft the final scoresheets for department head review and approval		
	Prepare/finalize Letter of Intent (LOI) that announces recommended Proposer for award following successful contract negotiations		
	Post LOI on DemandStar & Purchasing websites	Posting Date:	Appeal Opens:
	Email the LOI to all proposers and cc to all Evaluation Committee Members		
	Begin contract negotiations following the formula review process with recommended Proposer of award		
	Appeal Window Closes (6 calendar days starting after the date of the LOI)		
	Finalize all contract negotiations with recommended Proposer of award and request first signature to contract		
	Draft required Staff Report and attach final scoresheet for selection and submit for review/approval by department head		
	Finalize required Staff Report and all attachments (e.g., tabulation scoresheet, contract, price schedule, etc.)		
	If CFO approval is required, submit via email to Director of Procurement & Contracts a final copy of Staff Report with all relevant attachments requesting upon review-approval that it be forwarded to CFO for award approval		
	If BOARD approval is required, submit via email to Director of Procurement & Contracts a final copy of Staff Report with all relevant attachments at least one (1) week before Staff Report entry due date		
	If Board approval is required, Staff Report is entered into BoardDocs by authorized Support Staff		
	Print and file the final Staff Report documentation (hard copy and e-copy) accordingly		
	Following approval of award, obtain authorized District (counter) signature to related contract(s)		
	Post official Notice of Award document (at minimum = Staff Report)	Purchasing Date:	Demandstar Date:
	Print and file a copy of the Board Highlights that reports the Award of RFP was made (hard-copy and e-copy)		
	Save any electronic copies of ALL Proposals and related documentation that may have been received into Shared file		
	File all MASTER copies of Proposals, plus one (1) additional COPY each, in the RFP project file		
	Add RFP information to the <i>Contract-Bid Quote Joinder-Calendar Purchasing</i> spreadsheet and <i>Insurance Log</i>		
Contract Start Date:		Contract Expiration Date:	Number of Renewals:



Washoe County School District

Purchasing Department • 14101 Old Virginia Road • Reno, NV 89521
Phone (775) 850-8025 • Fax (775) 857-3175

MEMORANDUM

To: Potential Evaluation Committee Member for RFP # [REDACTED] - [RFP Title]

From: [Buyer Name, Title], WCSD Purchasing Department

Subject: Non-Disclosure Agreement for Evaluation Committee Member

Date: [REDACTED]

Being part of a Request for Proposals process as a member of the evaluation committee is a responsibility that cannot be taken lightly. It is a time-consuming process that will require you to:

- Attend evaluation committee meeting(s)¹;
- Read all proposals;
- Consistently evaluate all proposals as directed;
- Prepare individual score sheets (provided) for each proposal;
- Ensure all proposal information, materials and scores remain confidential;
- Return all proposals and completed score sheets to Purchasing.

All proposals must be consistently evaluated in accordance with the evaluation criteria. Each committee member will score the proposals on all categories of the evaluation criteria. It is critical that evaluators comply with the scoring instructions and that there are no mathematical errors in the scoring. If an evaluator does not follow the scoring instructions, the Purchasing Department may contact the evaluator for clarification, or the Purchasing Department may reject that evaluator's scores altogether.

No member of an Evaluation Committee shall engage in any action, communication or relationship that compromises or gives the appearance of compromising their ability to reach fair and impartial decisions regarding this procurement. Members shall refrain from any private or professional activity that could create a conflict between personal interests and the interests of the Washoe County School District. All perceived and potential conflicts **MUST** be disclosed to the Purchasing Department's representative prior to evaluation participation.

Evaluation Committee members must approach their part in the evaluation as if they will have to defend their decision in court. The contract dollar amounts for these procurements are generally much higher than a bid. Vendors who are not selected, may appeal or protest the decision. If an award is made without appropriate and adequate documentation and

¹ In some cases, the group may need to meet prior to the release of an RFP to set evaluation criteria and weights.

justification, the evaluation committee's decision may be overturned. In that case, the RFP process must start all over again.

In some ways, being on the evaluation committee is much like being a member of a jury. Decisions cannot be arbitrary; there must be justification for scores allotted. If individual scoring is revised, justification for the change must be documented.

Therefore, if there is an appeal made by an unsuccessful vendor, each committee member must be prepared to testify at the a WCSD Board of Trustees meeting or hearing(s) about the scoring and vendor selection. It is imperative that each committee member adhere to the Standards and Procedures as established and recommended by the Purchasing Department. Failure to do so jeopardizes the ability to defend the process if a protest or appeal is filed.

If after reading about the responsibilities you feel unable to participate in the process, we understand. Whether you accept or decline this invitation to be a member of the evaluation committee for this project, please indicate your decision below and return via email as noted.

INDICATE YOUR RESPONSE BELOW AND EMAIL THIS FORM NO LATER THAN _____, 20____ TO:

[BUYER NAME & EMAIL ADDRESS]

- ☐ NO - I decline to serve as an evaluation committee member at this time.
- ☐ YES - I accept this opportunity to serve on the evaluation committee. I understand and agree to all the responsibilities listed above.

Signature

Date

Print Name

Agency/Department/Site

Email Address

Phone #

Fax #



Washoe County School District

Purchasing Department • 14101 Old Virginia Road • Reno, NV 89521
Phone (775) 850-8025 • Fax (775) 857-3175

REFERENCE CHECK QUESTIONNAIRE

**REQUEST FOR PROPOSALS FOR HEAT SEALING & PACKAGING SYSTEM
FOR NUTRITION SERVICES (RFP #17-002)**

March 17, 2017

Replay Deadline:

March 21, 2017

Return via Email to:

Monica Schuerr-Howden, RFP Facilitator, WCSD
mschuerr@washoeschools.net

Reference for:

[Name of Proposer]

Reference Contact Information:

Entity Name

Point of Contact

Email

KEY: 1 = Poor / 5 = Excellent

1. What type of equipment did your agency purchase from the above-named company?

2. Using the scale below, please rate the ease of the equipment's operation by staff.

1 2 3 4 5

Comment:

3. Using the scale below, please rate the effectiveness of the denester.

1 2 3 4 5

Comment:

3. Using the scale below, please rate the effectiveness of the pumps.

1 2 3 4 5

Comment:

4. What capacity do the pumps hold?

Comment:

5. Using the scale below, please rate the set-up and clean-up of the equipment/machine purchased.

1 2 3 4 5

Comment:

6. How much time does it take staff to clean the equipment?

Comment:

7. How many breakdowns/downtime due to maintenance issues did the purchased equipment have in the past 12 months (from date of this questionnaire)?

Comment:

8. How long did it take to repair the equipment for each breakdown?

Comment:

9. Are equipment replacement parts readily available and what is delivery time on those parts when ordered?

Comment:

10. Did your agency request formal training on operation and use of the equipment? If so, please explain the training services that were provided and if any follow-up training were required.

Comment:

11. What do you feel was this company's greatest...

Strength:

Weakness:

12. Would you purchase equipment from this company in the future? Yes

 No

13. Additional comments:

HEAT SEALING & PACKAGING EQUIPMENT SYSTEM FOR NUTRITION SERVICES - RFP #17-002					
EVALUATOR SCORESHEET					
Evaluation Criteria per Section 61.0 (A-G)		Points Available	Initial Score	Revised Score	Final Score
A.	Financial Stability	PASS / FAIL	N/A	N/A	N/A
B.	Proposal submission and clarity of documentation, including requested format and required submittal forms.	15			
	Did the Proposer provide attention to details within the proposal (e.g. typos, formatting, clarity)?				
	Does the proposal address key points as outlined in Section 48.0 "Checklist"?				
	Does the proposal include all required submittal forms Sections 65.0 thru 69.0? (Exhibit A Fee Proposal is optional)				
	Did Proposer submit or acknowledge Amendment #1 as recommended? Does the proposal reflect the answers?				
	What were the exceptions noted? Do they impose on the scope of work?				
C.	not limited to, heat sealer, filling equipment; hopper; denester; turn table; and controls (Sections 49.0 thru 61.0)	30			
	Did the Proposer provide background information that would support the proposal's claims of meeting the scope of work?				
	Is the Proposer local? Does their location impact the ability to provide the services required? (Section 48.0)				
	What (if any) additional equipment is required by the Proposer to provide the required services? (Section 57.0)				
	Does the equipment meet compliance requirements? (Section 59.0)				
D.	Maintenance, Warranty(s), and Repair Services (Sections 53.0 and 54.0)	15			
	What is the Proposer offering in terms of maintenance calls' response time?				
	Did the Proposer provide a toll-free phone number for calls?				
	What is the Proposer's efficiency rate during the first 12 months of operational time?				
E.	Reference Check Questionnaires (Section 65.0)	5			
	Did the Proposer provide adequate references?				
	Were there any negative responses or concerns addressed?				
	Has there been any industry or professional concerns about the Proposer reported?				
F.	Formal Interviews & Presentations	15			
	Did the Proposer present in a professional and respectful manner?				
	Did they provide enough material to fully outline the proposal provided in hard-copy format?				
	Were they able to answer all questions and clarify any uncertainties?				
G.	Price / Cost Schedule (Fee Proposal Exhibit A or Other)	20			
TOTAL POINTS		100			
* After reading the Proposal, assign an "Initial Score" for each criterion. The maximum available points for each criterion is indicated above.					
* The "Revised Score" column can be used at any time between the "Initial Score" and the "Final Score" following the scheduled evaluation meeting.					
* The "Final" score will be the official tabulated score. No changes will be allowed after this score is recorded by the RFP Facilitator.					
* A "Strengths and Weaknesses" sheet has been provided for each proposal, so that Evaluators can make notes of strengths and weaknesses found. This is a tool to help each evaluator score the proposals, but is not required to be filled out.					

SAMPLE 6

Vendor	Evaluation Criteria per RFP Section 61.0	Points Available	Eval 1	Eval 2	Eval 3	Eval 4	Eval 5	Eval 6	Total Score (600)	Average Score (100)
[Name A]			[Initials]	[Initials]	[Initials]	[Initials]	[Initials]	[Initials]		
	A. Financial Stability (PASS or FAIL)	PASS								
	B. Proposal Submission and clarity of documentation, including all requested/required format and submittal forms	15.00	10.00	9.00	5.00	7.00	10.00	10.00	51.00	8.50
	C. Equipment Technical Specifications, Operational Requirements and Reliability/Performance, including but not limited to heat sealer, filing equipment, hopper, denester, turn table and controls	30.00	10.00	15.00	10.00	10.00	10.00	15.00	70.00	11.67
	D. Maintenance, Warranty(s), and Repair Services	15.00	10.00	8.00	5.00	6.00	5.00	9.00	43.00	7.17
	E. Reference Check Questionnaires	5.00	4.00	3.00	5.00	1.00	5.00	4.00	22.00	3.67
	F. Formal Interviews & Presentations	15.00	8.00	8.00	8.00	10.00	5.00	10.00	49.00	8.17
	G. Price Cost/Schedule - Fee Proposal	20.00	15.36	15.36	15.36	15.36	15.36	15.36	92.16	15.36
TOTAL SCORE			57.36	58.36	48.36	49.36	50.36	63.36	327.16	54.53
Vendor	Evaluation Criteria per RFP Section 61.0	Points Available	Eval 1	Eval 2	Eval 3	Eval 4	Eval 5	Eval 6	Total Score (600)	Average Score (100)
[Name B]			[Initials]	[Initials]	[Initials]	[Initials]	[Initials]	[Initials]		
	A. Financial Stability (PASS or FAIL)	PASS								
	B. Proposal Submission and clarity of documentation, including all requested/required format and submittal forms	15.00	14.00	12.00	13.00	14.00	13.00	12.00	78.00	13.00
	C. Equipment Technical Specifications, Operational Requirements and Reliability/Performance, including but not limited to heat sealer, filing equipment, hopper, denester, turn table and controls	30.00	27.00	20.00	25.00	25.00	25.00	25.00	147.00	24.50
	D. Maintenance, Warranty(s), and Repair Services	15.00	13.00	10.00	14.00	13.00	12.00	10.00	72.00	12.00
	E. Reference Check Questionnaires	5.00	5.00	4.00	5.00	5.00	5.00	4.00	28.00	4.67
	F. Formal Interviews & Presentations	15.00	8.00	7.00	8.00	10.00	8.00	8.00	49.00	8.17
	G. Price Cost/Schedule - Fee Proposal	20.00	16.45	16.45	16.45	16.45	16.45	16.45	98.70	16.45
TOTAL SCORE			83.45	69.45	81.45	83.45	79.45	75.45	472.70	78.78
Vendor	Evaluation Criteria per RFP Section 61.0	Points Available	Eval 1	Eval 2	Eval 3	Eval 4	Eval 5	Eval 6	Total Score (600)	Average Score (100)
[Name C]			[Initials]	[Initials]	[Initials]	[Initials]	[Initials]	[Initials]		
	A. Financial Stability (PASS or FAIL)	PASS								
	B. Proposal Submission and clarity of documentation, including all requested/required format and submittal forms	15.00	10.00	8.00	4.00	10.00	8.00	8.00	48.00	8.00
	C. Equipment Technical Specifications, Operational Requirements and Reliability/Performance, including but not limited to heat sealer, filing equipment, hopper, denester, turn table and controls	30.00	17.00	12.00	20.00	18.00	5.00	12.00	84.00	14.00
	D. Maintenance, Warranty(s), and Repair Services	15.00	5.00	8.00	4.00	7.00	5.00	6.00	35.00	5.83
	E. Reference Check Questionnaires	5.00	1.00	2.00	2.00	3.00	2.00	3.00	13.00	2.17
	F. Formal Interviews & Presentations	15.00	10.00	8.00	10.00	12.00	8.00	10.00	58.00	9.67
	G. Price Cost/Schedule - Fee Proposal	20.00	20.00	20.00	20.00	20.00	20.00	20.00	120.00	20.00
TOTAL SCORE			63.00	58.00	60.00	70.00	48.00	59.00	358.00	59.67

PRICE SCHEDULE / COST SHEET		SCORE
[Name A]		
System	\$ 239,570.00	
Install	\$ 2,500.00	
Delivery	\$ 7,000.00	
Training	\$ 9,650.00	
Warranty	\$ 7,500.00	
TOTAL	\$ 266,220.00	15.36
[Name B]		
System	\$ 239,379.12	
Install	\$ -	(included)
Delivery	\$ -	(included)
Training	\$ -	(included)
Warranty	\$ 9,200.00	
TOTAL	\$ 248,579.12	16.45
[Name C-1]		
System	\$ 190,041.28	
Install	\$ 2,596.50	(with 8 hrs labor)
Delivery	\$ 1,872.77	
Training	\$ 8,000.00	
Warranty	\$ 2,000.00	
TOTAL	\$ 204,510.55	20.00
[Name C-2]		
System	\$ 212,112.50	N/A - FINANCING
Install	\$ 2,596.50	
Delivery	\$ 1,872.77	
Training	\$ 8,000.00	
Warranty	\$ 1,000.00	
TOTAL	\$ 225,581.77	

Vendor		Evaluation Criteria per RFP 17-002 Section 61.0	Points Available	Average Score
[Name A]				
	A.	Financial Stability (PASS or FAIL)	PASS	PASS
	B.	Proposal Submission and clarity of documentation, including all requested/required format and submittal forms	15.00	8.50
	C.	Equipment Technical Specifications, Operational Requirements and Reliability/Perfromance, including but not limited to heat sealer, filing equipment, hopper, denester, turn table and controls	30.00	11.67
	D.	Maintenance, Warranty(s), and Repair Services	15.00	7.17
	E.	Reference Check Questionnaires	5.00	3.67
	F.	Formal Interviews & Presentations	15.00	8.17
	G.	Price Cost/Schedule - Fee Proposal	20.00	15.36
TOTAL SCORE			100.00	54.53
Vendor		Evaluation Criteria per RFP Section 61.0	Points Available	Points Available
[Name B]				
	A.	Financial Stability (PASS or FAIL)	PASS	PASS
	B.	Proposal Submission and clarity of documentation, including all requested/required format and submittal forms	15.00	13.00
	C.	Equipment Technical Specifications, Operational Requirements and Reliability/Perfromance, including but not limited to heat sealer, filing equipment, hopper, denester, turn table and controls	30.00	24.50
	D.	Maintenance, Warranty(s), and Repair Services	15.00	12.00
	E.	Reference Check Questionnaires	5.00	4.67
	F.	Formal Interviews & Presentations	15.00	8.17
	G.	Price Cost/Schedule - Fee Proposal	20.00	16.45
TOTAL SCORE			100.00	78.78
Vendor		Evaluation Criteria per RFP Section 61.0	Points Available	Points Available
[Name C]				
	A.	Financial Stability (PASS or FAIL)	PASS	PASS
	B.	Proposal Submission and clarity of documentation, including all requested/required format and submittal forms	15.00	8.00
	C.	Equipment Technical Specifications, Operational Requirements and Reliability/Perfromance, including but not limited to heat sealer, filing equipment, hopper, denester, turn table and controls	30.00	14.00
	D.	Maintenance, Warranty(s), and Repair Services	15.00	5.83
	E.	Reference Check Questionnaires	5.00	2.17
	F.	Formal Interviews & Presentations	15.00	9.67
	G.	Price Cost/Schedule - Fee Proposal	20.00	20.00
TOTAL SCORE			100.00	59.67