



Washoe County School District

REQUEST FOR BID – PRODUCT

RFB TITLE: INFORMATION TECHNOLOGY NETWORKING EQUIPMENT

RFB NUMBER: 014-05-02-21

SCOPE OF RFB: Washoe County School District is soliciting RFB submissions to provide Information Technology (IT) networking equipment including the Cisco brand or equivalent alternative. Equipment lists by site included in Item 1A below are all for Funding Year 2021 E-rate projects.

RFB DUE DATE & TIME: **February 18, 2021 at 2:00 pm (local time)**

RFB OPENING DATE & TIME: Thursday, February 18, 2021 at 2:30 pm (local time) via ZOOM Meeting (refer to Section 1.19). The Meeting ID and Password will be posted via Addendum.

RFB QUESTIONS: ALL questions/inquiries must be submitted in writing via email to solicitations@washoeschools.net no later than 4:30 pm (local time) on January 15, 2021.

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

SURETY REQUIREMENT: **NONE REQUIRED**

SOLICITATION FACILITATOR: Victoria Plants
Buyer, II

PUBLISH DATE: January 7, 2021

NUMBER OF PAGES IN THIS RFB: 54 (Including all Exhibits)

EXHIBIT(S): EXHIBIT 1A – Equipment List (Various Schools) – 19 pages
EXHIBIT 2A – Washoe County School District SmartNet Renewal– 13 pages
EXHIBIT 3A – Washoe County School District Cisco Umbrella Subscription – 1 page

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GENERAL TERMS AND CONDITIONS OF RFB

1.0 RFB RESPONSE SUBMISSIONS

- 1.1 Bidder shall examine all drawings, specifications, attachments, special instructions, terms and conditions of the RFB. Failure to do so will be at Bidder's risk.
- 1.2 Any irregularities or lack of clarity in the RFB should be brought to the attention of the Washoe County School District's (WCSD) Purchasing Department for correction or clarification. Bidder should submit such concerns in writing via email to: solicitations@washoeschools.net prior to RFB DUE DATE & TIME identified on Page 1.
- 1.3 Along with all documentation required for submission, Addenda issued may become an integral part of this RFB. All Addenda are posted on the WCSD Purchasing website at <http://www.washoeschools.net/Page/778> under "Purchasing Current Bid & Quote Opportunities" and on DemandStar at: www.demandstar.com (*paid Membership required*)
 - Bidder shall acknowledge receipt of Addenda by signing and returning the document with the RFB documents. It is the Bidder's responsibility to insure receipt of any Addenda. Failure to submit a signed addendum may result in rejection of a RFB submission.
 - To insure that Bidder receives any Addenda issued on a RFB downloaded from the WCSD website, Bidder must notify the WCSD's Purchasing Department at (775) 850-8025 or email solicitations@washoeschools.net with name, address, phone, and fax numbers. Once this is done, Purchasing will automatically send any Addenda documents required by this RFB.
 - If Bidder is a member of DemandStar and has downloaded a RFB document from DemandStar at www.demandstar.com, Bidder will electronically receive from DemandStar any Addenda issued.
- 1.4 Bidder shall furnish the required information typed or written in ink on THIS form only. Bidder shall return WCSD's COMPLETED ORIGINAL RFB DOCUMENTS. Incomplete RFB documents, which do not incorporate "General Terms and Conditions of RFB," may be rejected.
- 1.5 The person signing the RFB must initial erasures or other changes in ink. An unsigned RFB submission shall be disqualified/rejected (also refer to Section 8.0).
- 1.6 An authorized representative of Bidder's firm must sign this RFB document (Section B). An unsigned RFB submission may be grounds for disqualification.
- 1.7 Bidder shall submit a completed **PUBLIC DISCLOSURE FORM** (Section B). Failure to submit required information may be grounds for disqualification from award.
- 1.8 Bidder shall proofread his/her RFB submission carefully for errors.
- 1.9 Prices quoted shall be F.O.B. Destination and exclusive of federal, state, and local taxes. No shipping charges will be allowed.
- 1.10 In the event of a discrepancy between written words and numerical figures, the amount stated in written words shall govern.

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- 1.11 In the event of a discrepancy between a unit price and the extended price, the unit price shall govern.
- 1.12 Bidder shall state a realistic delivery date including Saturdays, Sundays, and holidays. Delivery time may be a consideration in award of RFB if deemed to be in the best interest of WCSD.
- 1.13 All equipment or supplies offered shall be new, currently in production and of the manufacturer's latest design unless otherwise stated.
- 1.14 The use of the name and/or catalog number of a brand/manufacturer in describing an item in RFB submission should be a measure of quality, design, and utility of the article. Even if item being bid on is "as specified," Bidder must identify the brand/manufacturer, model # and grade on the included **Price Schedule/Specification Form** (Section A). Failure to do so may result in rendering that particular bid item "Not as Specified." When Bidder submits items as specified, manufacturer's specifications are not required.
- Bidders submitting bids on more than one brand/manufacturer of any item must name brand/manufacturer and provide prices for each. When the make and grade of the item is not stated by the Bidder, it will be understood that Bidder is offering a standard of quality, design, and utility equivalent to that specified in this RFB.
 - Bidders proposing equipment they consider to be a "substitute" to the specified equipment must include supporting documentation such as manufacturer technical specifications, data sheets, white paper, or other documentation that supports equivalence to the specified equipment. Should said documentation not be included with the RFB submission, the vendor may be considered "non-responsive" and the response may be rejected. Similar equipment from other manufacturers considered a "substitute" that are specified will be given equal consideration based upon the following criteria:
 - Specifications
 - Quality
 - Design
 - Utility
 - Past Performance
 - Service (which includes repairs, replacement parts, and adjustments)
 - Price
 - All Bidders must submit complete manufacturer's specifications and current catalog number/identifier if Bidding other than manufacturer specified. Failure to submit complete specifications may be cause for rejection of bid item.
 - The decision of the WCSD with respect to questions of compliance with the RFB specifications shall be final.
- 1.15 Exceptions to the Terms, Conditions and Specifications of this RFB must be noted in the space provided at the end of this RFB (Section B). Failure to note said exceptions shall be interpreted to convey that Bidder shall propose to perform in the manner described and/or specified. The WCSD reserves the right to accept or reject any exceptions based on the best interest of the WCSD.
- 1.16 Bidder to provide information regarding the manufacturer's warranty for all equipment being bid.

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- 1.17 All Bidders bidding on chemical and/or toxic products must submit a Safety Data Sheet (SDS) on each item being bid. When submitting an SDS sheet, please identify item with the WCSD bid item reference where applicable on the **Price Schedule/Specification Form**.
- 1.18 Whenever an item states "to be installed at site" or "set in position," it is the intent of the WCSD that the amount bid will cover all costs thereof. Bidder must furnish all equipment, materials and labor to complete the installation as the manufacturer specified for the proper use of such equipment and in a manner satisfactory to the WCSD.
- 1.19 RFB responses and acknowledged Addenda shall be submitted in a sealed envelope or box and labeled using the following format:

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

The bids will be opened publicly via a ZOOM Meeting on Thursday, February 18, 2021 at 2:30 pm (local time) to accommodate the social distancing guidelines. *The Meeting ID and Password will be posted via Addendum.*

- 1.20 Bidder assumes any and all risks involved with method of dispatch chosen. WCSD assumes no responsibility for Bidder's failure to deliver a RFB solicitation in accordance with the specified receiving point and time stated herein.
- 1.21 In order for a response to be considered, it is mandatory that the RFB documents be received and time-stamped in the WCSD Purchasing Department, Room 0, prior to 2:00 pm (local time) on the due date outlined in this RFB document
- 1.22 Neither the WCSD nor any official or employee thereof shall be responsible for the pre/post-opening of, or failure to open a RFB response not properly addressed, identified or mislabeled.
- 1.23 RFB responses submitted verbally by telephone, by fax, or electronically via email will NOT be accepted.
- 1.24 When a **surety** is required (refer to Page 1), such surety shall be acceptable only in the form of a Bid Bond, Certified Check or Cashier's Check in the amount stated. The surety must accompany the RFB. After award of Bid by WCSD's Chief Financial Officer or Board of Trustees, the RFB response surety of the unsuccessful Bidders shall be returned.
- 1.25 Samples of items, when required, must be delivered for inspection to the location specified on the cover sheet, prior to the RFB opening date. Such samples must be tagged or labeled listing (1) the name of Bidder, (2) the item number on this RFB, and (3) the catalog number of the item. Samples are to be removed by Bidder within thirty (30) calendar days after award of RFB or they become the property of WCSD.

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1.26 Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal department or agency.

Submission of a signed RFB in response to this solicitation is certification that Bidder's firm (or any Contractor/Subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that WCSD will be notified of any change in this status.

1.27 If WCSD was required by NRS 332.039.1 to advertise or request a formal sealed bid for this solicitation, then by way of a submitted signed RFB, the Bidder provides a written certification that the Bidder is not currently engaged in, and during the term, shall not engage in, a Boycott of Israel as outlined in NRS 332.065 (effective July 1, 2018). The term "Boycott of Israel" has the meaning ascribed to that term per NRS 332.065(5)(a).

2.0 LATE RFB SOLICITATION

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

3.0 WITHDRAWAL OF RFB SUBMISSION

A RFB response may be withdrawn by written notification delivered by mail, fax or e-mail (solicitations@washoeschools.net), provided such notice is received prior to the date and time set for the RFB opening. A request for withdrawal of a RFB response received after the scheduled RFB opening will not be considered.

4.0 NO BID

In the event Bidder chooses not to bid, but wishes to remain on the solicitation notification list, indicate "NO BID" on the response page of the RFB document and return it according to the instructions in Section 1.19.

5.0 DISCOUNT

Prompt payment discounts shall not be considered in RFB evaluation.

6.0 CONTRACT AWARD GUIDELINES

6.1 The WCSD reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve the WCSD's best interest. RFBs awarded based on "All or Nothing" will be excluded from this provision.

6.2 In the event of a tie, low bid shall be determined by extending prices out to the third decimal point. If a tie still exists, low bid shall be determined by lottery.

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- 6.3 The WCSD reserves the right to reject any or all RFBs and to waive any minor informalities or irregularities in responses if deemed to be in WCSD's best interest.
- 6.4 The WCSD reserves the right to hold RFBs for a period of ninety (90) days from date of opening before awarding or rejecting said responses.
- 6.5 Severability exists with regard to acceptance or rejection of any item, group of items, or section unless Bidder has stipulated specific limitations or the WCSD's specifications indicate otherwise.
- 6.6 A WCSD official Purchase Order and/or formal contract issued to the successful Bidder shall be considered sufficient notification of the award of RFB.
- 6.7 Should there be a formal contract issued specific to this RFB in addition to the terms and conditions outlined herein (General and Special), Bidder agrees that it shall be governed by and construed in accordance with the laws of Nevada. No action involving this contract agreement may be brought except in the district and federal courts located in Washoe County, Nevada, USA.
- 6.8 Unless specifically stated herein, if there exists any conflict or inconsistency between any terms and conditions outlined herein (General and Special), the successful Bidder's response, and any additional agreement submitted by the successful Bidder, the language in this RFB document shall take precedence.

7.0 ASSIGNMENT

Any attempt by Bidder to assign or otherwise transfer any interest in this agreement without the prior written consent of WCSD shall be void.

8.0 REJECTION OF RFB RESPONSES

WCSD reserves the right to reject any and all RFBs received, or any part thereof. RFB responses may be rejected for any of, but not limited to, the following causes:

- Response lacks signature by an authorized representative of bidding firm (Section B).
- Evidence of collusion among Bidders exists.
- Bidder fails to meet terms and conditions as specified in the RFB.
- Evidence submitted by Bidder leads WCSD to believe that Bidder will be unable to carry out the obligations of the agreement and complete the work described.
- WCSD investigation determines that Bidder is not qualified to meet the obligations of the agreement and complete work described.
- Cost of services exceeds budgetary constraints.

9.0 RECOMMENDATION OF AWARD

9.1 It is the responsibility of the interested Bidder to obtain the Recommendation of Award. The Recommendation of Award is posted on the following websites:

- <http://www.washoeschools.net/page/778>

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- www.demandstar.com (*DemandStar requires paid membership*)

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

10.0 APPEAL BY UNSUCCESSFUL BIDDER

10.1 Any unsuccessful Bidder may appeal a Recommendation of Award.

10.2 Appellant must submit a written protest to the Director of Procurement and Contracts no later than five (5) business days after the date of the Recommendation of Award. The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of the law were violated.

10.3 Appellant shall submit a surety/bond (i.e., Protest Bond or Appeal Bond) with good and solvent surety company, authorized to do business in the State of Nevada or submit other security in a form approved by WCSD, who will hold the bond or other security until a determination is made on the appeal. Such bond must be submitted with the written protest to the WCSD's Director of Procurement and Contracts.

10.4 The bond or other security shall be in the amount of twenty-five percent (25%) of the total dollar value of Appellant's RFB response, up to a maximum bond or other security amount of two hundred fifty thousand dollars (\$250,000).

10.5 If Appellant is not satisfied with the WCSD's Director of Procurement and Contracts' response, Appellant may then appeal to an appeals committee designated by the WCSD. If Appellant is not satisfied with the appeals committee's response, Appellant may then appeal to the WCSD's Board of Trustees, who will render the final decision.

10.6 Appellant will not seek any type of judicial intervention until WCSD has rendered its final decision on the protest.

10.7 WCSD is not liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by Appellant in a RFB process.

10.8 WCSD will stay any award action until after the WCSD's Board of Trustees renders a final decision.

10.9 If an appeal is granted and a bond was required, the full amount of the posted bond will be returned to Appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by the WCSD because of the unsuccessful appeal.

11.0 CONSUMPTION ESTIMATES

The quantities appearing in this RFB are approximate only and are estimated for the solicitation of responses. Payment to the successful Bidder will be made only for the actual quantities of items furnished in accordance with the RFB. It is understood that the scheduled quantities of items to be furnished may be increased, decreased, or omitted without in any way invalidating RFB pricing.

12.0 FUNDING OUT CLAUSE

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

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13.0 DEFAULT

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

14.0 TERMINATION OF CONTRACT

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

15.0 JOINDER OF LOCAL GOVERNMENTS

NOTE: Preference will not be given to any Bidder working under any other existing contracts that allow joint use by public agencies.

Nevada Revised Statute 332.195 *Joinder or Mutual Use of Contracts by Local Governments*, states the following:

1. Except as otherwise provided in this section:

(a) A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.

(b) A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

2. A governing body or its authorized representative or the State of Nevada shall not join or use a contract pursuant to this section if a contractor's license issued pursuant to Chapter 624 of NRS is required for any portion of the work to be performed under the contract.

16.0 AMERICANS WITH DISABILITIES

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

17.0 NON-ENDORSEMENT

As a result of the selection of Bidder to supply services, WCSD is neither endorsing nor suggesting that Bidder's service is the best or only solution. Bidder agrees to make no reference to WCSD in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of WCSD.

18.0 SURETY

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18.1 When a surety is required (refer to Page 1), every RFB shall be accompanied by a surety company certified Bid Bond, Certified Check or Cashier's Check made payable to:

Washoe County School District
425 East Ninth Street
Reno, NV 89520-3425
RE: RFB # 014-05-02-21

18.2 Depending on the requirements, the amount of surety shall not be less than five percent (5%) of the total RFB submitted. Said amount to be forfeited to WCSD should Bidder, to whom the contract is awarded, fail to enter into the contract in accordance with the RFB.

19.0 VESTED INTEREST

19.1 Bidder chosen cannot receive any benefits (directly or indirectly) or be party to other agreements that may emanate from recommendations, contracting actions, and or activities related to this effort.

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

20.0 PURCHASE ORDER

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

20.2 All transactions for goods between the WCSD and seller shall be regulated according to Nevada Revised Statutes Chapter 104, which is the Nevada Uniform Commercial Code.

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

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

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SPECIAL TERMS AND CONDITIONS OF RFB

21.0 SCOPE OF RFB

WCSD is soliciting bids for Information Technology (IT) networking equipment including the Cisco brand or equivalent alternative. Equipment lists by site are included in Exhibit 1A below and are all for funding year 2021 E-rate projects.

22.0 CONTRACT TERM AND RENEWAL

It is the intent of WCSD to award a contract for this RFB upon obtaining award approval by the WCSD's Board of Trustees on March 9, 2021 for an initial term of April 1, 2021 through September 30, 2022 (E-rate funding year 2021).

23.0 BASIS OF AWARD

23.1 WCSD's intent is to award this contract on an **"all of nothing"** basis to the bidder using the following considerations:

23.1.1 The primary consideration for award of this bid will be the total eligible cost of the Equipment List in EXHIBIT 1A attached.

23.1.2 The secondary consideration for award of this bid will be the total cost of the SmartNET Renewal in EXHIBIT 2A attached

23.1.3 The tertiary consideration for award will be the total cost of the Cisco Umbrella Subscription in EXHIBIT 3A attached.

24.0 DELIVERY

24.1 Unless otherwise specified by Bidder, delivery of any materials shall be completed within thirty (30) days after receipt of a WCSD Purchase Order. Failure to deliver within the time specified may be grounds for considering the successful Bidder(s) as "non-responsive." This may be grounds for termination of any existing contract(s) and/or order(s) and rejection of future RFBs on the basis that the Bidder(s) is not responsive/responsible.

24.2 Equipment provided by successful bidder shall be new and shipped directly from the manufacturer. No equipment shipped from a distributor will be accepted unless prior approval is obtained from WCSD's Information Technology (IT) department. Any equipment which contains multiple components must ship completely assembled and fully integrated unless otherwise specified by WCSD's IT department.

25.0 QUOTE REQUESTS & CONTRACT INFORMATION

25.1 Quote requests against the awarded contract for various projects will be initiated by WCSD's Purchasing or IT departments and sent to the successful bidder. All quotes provided/returned to WCSD must utilize the prices submitted on Exhibit 1A submitted within the awarded bidder's bid document. Successful bidder shall provide a quote within forty-eight (48) hours of request from the Purchasing or IT departments.

25.2 Successful bidder must supply contact information for a single point of contact on the Price Schedule of this request for bid (RFB) document. This person shall be responsible for providing quotes upon request, tracking of all orders, general customer service and pre-sale engineering support for design, planning, and order validation. WCSD Purchasing and IT departments must be notified if this direct point of contact should change.

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26.0 STATUS UPDATES, VALIDATIONS & REPORTS

- 26.1 Successful bidder must provide a weekly order status and shipping reports in electronic format, preferably in a web-based format, that WCDSD can access. Available reports should also include historical data on products already purchased.
- 26.2 Successful bidder must validate ALL bills of material for all quotes.
- 26.3 Successful bidder must provide, at no cost to WCDSD, bi-annual updates for current and future technologies and products, as well as "end of life" notifications.
- 26.4 Successful Bidder will provide, at no cost to WCDSD, pre-sales engineering, design, implementation, and deployment strategies based on current best practices for any new networking initiatives for which WCDSD chooses to pursue.

27.0 CISCO CERTIFICATION REQUIREMENT

- 27.1 All Bidders of "Cisco" equipment MUST be a certified "Cisco Gold Reseller" and must either provide their company's reseller number on the Price Schedule/Specification Form – Section A of this document or provide a letter from Cisco on Cisco letterhead indicating the "Cisco Gold Reseller" status. If WCDSD is unable to verify any Bidder's Reseller Number or "Cisco Gold Reseller" status, said bid WILL be rejected. Further, all Bidders must be eligible as a "Cisco Gold Reseller" to sell the following Cisco product lines:

- Unified communications equipment
- Security equipment
- Wireless equipment
- Data Center equipment
- General data infrastructure equipment
- Storage networking equipment

28.0 ALTERNATIVES

- 28.1 Bidders of an alternative single manufacturer must provide the SPECIFIC model number(s), description, and price after discount of the proposed equivalent to ALL Cisco models defined in EXHIBIT 1A (refer to section 1.13 inclusive). All Equipment List must be completed for each site as specified in Exhibit 1A.
- 28.2 WCDSD's Information Technology Network staff will make the final determination of the equivalence of the proposed alternative. If it is determined that the proposed alternatives are NOT equal in all features and functionality, then the bid will not be considered.
- 28.3 Bidders of an alternative single manufacturer must also hold a certification equal to the Cisco Gold Reseller requirements with the proposed manufacture, if applicable.

29.0 E-RATE REQUIREMENTS

- 29.1 USF Knowledge – Bidder shall have a working knowledge of the E-rate program (formally known as the Schools and Libraries Universal Service Support Mechanism)
- 29.2 USF Registration – Bidder shall include with its sealed bid a valid Service Provider Identification Number (SPIN) and a valid Federal Communications Commission Registration Number (FCCRN).

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- 29.3 USF Participation – Bidder shall agree to participate in the E-rate program and cooperate in all respects with the Washoe County School District, the Universal Service Administration Company (USAC) and any agents acting on its behalf, and the Federal Communications Commission (FCC) to ensure the Washoe County School District receives all the E-rate funding for which it has applied and to which it is entitled pertaining to the Bidder’s products and/or service.
- 29.4 USF Documentation – Bidder shall provide to Washoe County School District staff and it’s E-rate consultant within a reasonable amount of time, all documentation and information that the Bidder has or that the Bidder can acquire that the Washoe County School District may need to prepare its E-rate applications, respond to inquiries from the USAC or FCC, and to document transactions eligible for E-rate support.
- 29.5 USF Audit and Document Retention Requirement – Bidder shall maintain all quotes, bids, correspondence, records, delivery information, bills, invoices, memoranda and other information and data pertaining to the Bidder’s services to Washoe County School District. All such records shall be retained for ten (10) years after the last day services are provided related to this RFB. Such information and data shall be subject to audit and inspection by the Washoe County School District. Bidder MUST require that all Sub-Bidders/Sub-Contractors to maintain the same records and allowing the Washoe County School District the same right to audit/inspect those records.

30.0 REQUIRED INSURANCE COVERAGE & VERIFICATION

- 30.1 The awarded Bidder shall, at the awarded Bidder’s sole expense, procure, maintain, and keep in force for the duration of the contract insurance conforming to the minimum limits as specified in this RFB. The awarded Bidder shall furnish WCSD with a Certificate of Insurance (COI) form with Additional Insured Endorsement(s) effecting coverage required.
 - The authorized Insurer(s) of the awarded Bidder and/or subsequent insurance company(s) issuing the policy(s) shall have no recourse against the WCSD for payment of any premiums, costs, or assessments under any form of policy.
 - The awarded Bidder’s authorized Insurer(s) shall have no right of recovery or subrogation against WCSD.
- 30.2 The required insurance shall be in effect prior to any services rendered and/or products procured from the awarded Bidder by WCSD and shall continue in force as appropriate until the completion of the contract term.
- 30.3 The “ACORD 25 Certificate of Insurance Form” or a form substantially similar must be submitted by the awarded Bidder to WCSD to evidence the insurance policies and coverages required.
- 30.4 The COI must be signed by a person authorized to bind coverage on the behalf of the awarded Bidder. The COI must name WCSD as the “Certificate Holder” as follows:

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

- 30.5 For the purpose of substantiating the requirement of the WCSD to be named as an “Additional Insured,” the COI’s “Description of Operations/Locations/Vehicles” section shall state the following:

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The WCSD, its officers, employees and volunteers are to be named as an "Additional Insured" on the awarded Proposer's general liability. The coverages shall contain no special limitations on the scope of protection afforded to the WCSD, its officers, employees, agents, or volunteers.

- 30.6 The COI shall state that any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Furthermore, each insurance policy shall not be suspended, voided, canceled or non-renewed by either the awarded Proposer or the authorized Insurer without a replacement COI being provided to WCSD during the life of the contract.
 - 30.7 Upon renewal of the policies listed, awarded Bidder or authorized Insurer(s) shall furnish the WCSD with replacement certificates.
 - 30.8 The awarded Bidder shall furnish WCSD with COI with Additional Insured Endorsement(s) effecting coverage required.
 - 30.9 All COIs and relative endorsements are to be received by the awarded Bidder and must be reviewed and approved by the WCSD's Purchasing Department prior to any services being rendered and/or products procured.
 - 30.10 Although not a standard practice of WCSD, WCSD reserves the right to require of the awarded Bidder to make available to WCSD for review complete, "certified" copies of all required insurance policies at any time.
 - 30.11 The awarded Bidder's insurance coverage shall be the primary insurance. Any insurance or self-insurance maintained by the WCSD, its officers, employees, agents or volunteers shall be in excess of the awarded Proposer's insurance and shall not contribute with it in any way.
 - 30.12 Any failure of the awarded Bidder to comply with the reporting provisions of the policies shall not affect coverage provided to the WCSD, its officers, employees, agents, or volunteers.
- 31.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the WCSD before work commences. WCSD reserves the right to request additional documentation, financial or otherwise, prior to giving approval of the deductibles and self-insured retentions before work commences. WCSD shall be notified of any changes to the deductibles or self-insured retentions made during the term of this contract or during the term of any policy, prior to the change taking effect. It is understood that the successful Bidder is responsible for and shall assume payment of all deductibles and/or self-insured retentions.

32.0 GENERAL LIABILITY INSURANCE

- 32.1 The successful Bidder shall not commence any work on this RFB/contract until satisfactory proof of insurance coverage has been presented to the WCSD and that all insurance requirements have been met.
- 32.2 During the life of the contract, the awarded Bidder providing service to WCSD shall maintain comprehensive General Liability Insurance with the following coverages through a licensed insurance carrier(s) and having a current *A.M. Best* rating of A-:VII or better and approved by the WCSD prior to any services being rendered and/or products procured.

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- 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

32.3 Limits shall be equal to the amount carried by the successful Bidder but shall not be less than one million dollars (\$1,000,000) per occurrence combined single limits with no less than two million dollars (\$2,000,000) aggregate.

33.0 AUTOMOBILE LIABILITY INSURANCE

If applicable, during the life of the contract, the awarded Bidder shall maintain commercial Automobile Liability Insurance to include all owned autos, non-owned autos, and hired autos coverage through a licensed insurance carrier(s) and having current *A.M. Best* rating of A-:VII or better and approved by the WCSD. Limits shall be equal to the amount carried by the successful Bidder but shall not be less than one million dollars (\$1,000,000) per occurrence.

34.0 WORKERS' COMPENSATION INSURANCE

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

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

SECTION A
PRICE SCHEDULE / SPECIFICATION FORM

This bid will be utilized for E-rate and non-E-rate projects. WCD's Form 470 application number is 210010806 (21WASH-470_C2 Networking Equipment). Bidders should have or must be willing to obtain an E-rate Service Provider Identification Number (SPIN).

Bidder's Cisco Gold Reseller Number: _____

If Gold Reseller Number is not provided, Bidder must provide a letter from Cisco confirming Bidder's status as a Gold Reseller. **If WCD is unable to verify Bidder's Gold Reseller Status, the bid for Cisco products shall be rejected.**

Single Point-of-Contact:

Name: _____
Title: _____
Email: _____
Phone: _____
Fax: _____

.....

**Bidders of an alternative single manufacturer must also hold a certification equal to the Cisco Gold Reseller requirements with the proposed manufacture, if applicable. **

Bidder's Certification Equal to Cisco Gold Reseller Number: _____

Single Point-of-Contact:

Name: _____
Title: _____
Email: _____
Phone: _____
Fax: _____

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ITEM #1A

Please refer to EXHIBIT 1A (19 pages) attached.

ITEM #2A

Please refer to EXHIBIT 2A (20 pages) attached.

ITEM #3A

Please refer to EXHIBIT 3A (1 page) attached.

Bidder Name:

SECTION B
PUBLIC DISCLOSURE FORM

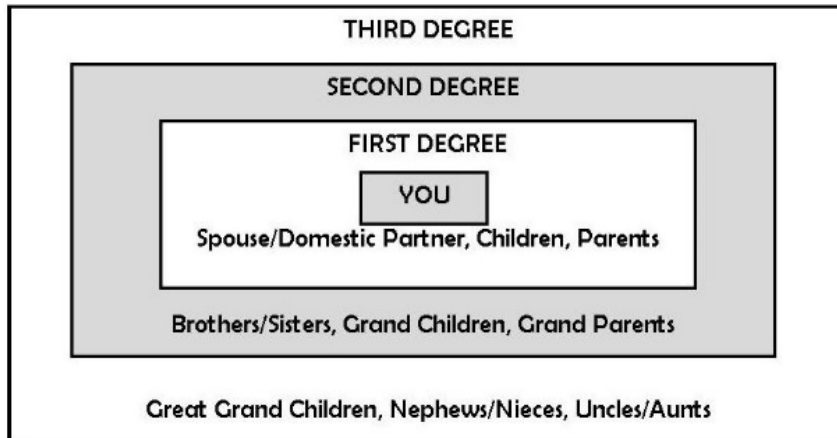
Firm/Agency Name: _____

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

Furthermore, I understand that pursuant to Washoe County School District (WCSD) Board of Trustees Policy 4505 and per NRS 281A.400, WCSD employees (as public officers) shall not seek or accept any gift, service, favor, employment, engagement, emolument or economic opportunity, including, but not limited to, unlawful compensation, salary, retainer, augmentation, expense allowance, commission, personal profit, pecuniary interest in the course of performing WCSD duties. In addition, WCSD employees (as public officers) shall not use their positions to secure or grant unwarranted privileges, preferences, exemptions or advantages for the public officer or employee with any business entity.

I certify and acknowledge by signature below that I am a duly authorized agent of the submitting firm/agency named above and that failure to disclose all facts relative to a conflict or potential conflict of interest (ethical standards) with regards to the specific solicitation to which the firm/agency is submitting to WCSD may result in a rejection of said solicitation submission or termination of any resulting contract/agreement should the above-named firm be awarded.

- A. I certify that I and my firm/agency and/or principals of my firm/agency have no pecuniary/financial interests between WCSD, Officers of WCSD, key employees of WCSD, current and former WCSD Board of Trustees members, and any other current and former WCSD personnel.
- B. To the third degree of consanguinity (refer to chart below), I have listed all of my and firm/agency principals and firm/agency key personnel's personal relationships, partnerships, correlations, and relatives (by blood and/or marriage) between WCSD, Officers of WCSD, key employee of WCSD, current and former WCSD Board of Trustees members and any other current and former WCSD personnel.



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1.0 EXCEPTIONS TO THE TERMS, CONDITIONS AND SPECIFICATIONS

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

2.0 RFB RESPONSE AUTHORIZED SIGNATURE

In compliance with this RFB and subject to all the terms and conditions thereof, the undersigned authorized agent offers and agrees, if this RFB is accepted to furnish any or all of the items herein at the prices, terms and delivery stated. Per Section 1.26, by way of a submitted signed RFB, the Bidder provides a written certification that the Bidder is not currently engaged in, and during the term, shall not engage in, a Boycott of Israel as outlined in NRS 332.065 (effective July 1, 2018). **This section must be signed whether or not there are exceptions noted above. Failure to sign below will result in rejection of bid. No unsigned bid will be accepted.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Fax: _____

Company E-Mail Address: _____

Delivery will be completed within: _____ Payment Terms _____

Authorized Agent Name (Printed) _____

Title _____

Direct Email _____

_____ Date _____

Authorized Agent Signature