



## **REQUEST FOR PROPOSAL (RFP)**

**RFP TITLE:** Request for Proposals for WCSD Wide Area Network

**RFP NUMBER:** 21-003

**SCOPE OF WORK/SERVICES:** Washoe County School District (WCSD) is soliciting interested and qualified organization(s) to provide Wide Area Network (WAN) service on a district-wide scale, in support of receiving Category 1 E-Rate funding. All services, products, and support shall be provided in a manner that is consistent with recognized best industry practices, in accordance with WCSD policies and regulations, Nevada State Law, and with regulations and orders governing the Schools and Libraries Support Mechanism (E-Rate) set forth in 47 C.F.R. Part 54.

**RFP DUE / OPENING DATE & TIME:** **January 7, 2021 at 2:00 p.m. (local time)**

**QUESTIONS:** All questions must be submitted no later than 4:30 p.m. (local time) on December 18, 2020, via email to [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net)

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

**SURETY REQUIREMENT:** **NONE REQUIRED**

**RFP FACILITATOR\*:** Vikki Plants, Buyer II

**PUBLISH DATE:** December 4, 2020

**NUMBER OF PAGES IN THIS RFP:** 37

**EXHIBITS:** A – Port Speed Tiers for WCSD Site Locations  
B – Material, Water and Lead Disturbance Permit

***\* The Facilitator for this RFP is identified above. Proposers may NOT contact anyone else regarding this RFP. Proposers contacting any other individual including, but not limited to, WCSD staff, officials, Evaluation Committee Members, or Board of Trustees may be disqualified.***

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**GENERAL TERMS AND CONDITIONS**

1.0 SUBMISSION OF RFP

- 1.1 In response to this RFP, Proposers shall submit clearly labeled and indexed portfolios/portfolios/binders with appropriate section and sub-section numbers as referred to herein. Please provide the following:
  - 1.1.1 One (1) original proposal marked "MASTER"; and
  - 1.1.2 Six (6) identical bound "COPIES"; and
  - 1.1.3 One (1) identical electronic response in Microsoft Word, Microsoft Excel, or Adobe PDF, on CD or flash drive; if discrepancies are found between two (2) or more copies of proposals, the "MASTER" copy will provide the basis for resolving each discrepancy; and
  - 1.1.4 Provide six (6) copies of cost/pricing/fee information. **ALL** six (6) copies of cost/pricing/fee information and/or schedules (Evaluation Criteria G; Section 69.0) must be submitted in one (1) separate, sealed envelope and identified as such.
  - 1.1.5 Financial Stability
    - Submit (A) Balance Sheets and (B) Income Statements for the last three (3) consecutive years of operation.
    - If the requested documents (A and B, at minimum) are not provided with Proposal, then WCSD reserves the right to reject proposal as "non-responsive."
    - The financial documents should be provided in one (1) separate, sealed envelope, so that it can be easily forwarded to WCSD's Office of Business and Financial Services for review (Evaluation Criteria A; Section 69.0). **Do NOT include this documentation in the proposal portfolios/binders.** Only one (1) copy of the documents is required with submission.
    - Should a privately held company deem this financial information to be **confidential**, it must be marked as such on the one (1) separate, sealed envelope that contains the financial information.
- 1.2 Neither 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/Amendment(s) shall be submitted in a sealed envelope or box and labeled using the following format:

PROPOSER NAME: \_\_\_\_\_  
RFP TITLE: WCSD-Wide Area Network (WAN)  
RFP #: 21-003  
DUE/OPENING DATE & TIME: January 7, 2021 at 2:00 p.m. (local time)

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MAIL OR DELIVER RFP TO: Washoe County School WCSD  
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 WCSD Purchasing Department, Room 0, prior to 2:00 pm (local time) on the due date outlined in the RFP document.
- 1.6 Information should be prepared to provide a straightforward, concise delineation of capacities to satisfy requirements of the RFP and submitted with all required forms identified in this RFP document. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should be placed on conformance to RFP instructions, responsiveness to RFP requirements, completeness, and clarity of content.
- 1.7 Any irregularities or lack of clarity in the RFP should be brought to the attention of WCSD's Purchasing Department for correction or clarification.
- 1.8 When a **surety** is required (refer to Page 1), such surety shall be acceptable only in the form of an RFP 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 RFP surety of the unawarded Proposers shall be returned.
- 1.9 Addenda/Amendment(s) issued may become an integral part of this RFP. All Addenda/Amendment(s) are posted on the following websites:
  - FCC Form 470 #2100066696 in USAC's EPC Portal: <https://portal.usac.org>
  - WCSD's Purchasing Department: <http://www.washoeschools.net/Page/778>
  - Demandstar: [www.demandstar.com](http://www.demandstar.com)
- 1.9.1 Proposer should acknowledge receipt of Addenda/Amendment(s) by signing and returning any copies with the Proposer's RFP submission. It is the Proposer's responsibility to insure receipt of any Addenda/Amendment(s). Failure to submit a signed Addendum may result in rejection of an RFP.
- 1.9.2 To insure that Proposer receives any Addenda/Amendment(s) issued on a RFP downloaded from WCSD website, Proposer must notify WCSD Purchasing Department via email at [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net) with name, address, email address, and phone and fax numbers. Once this is done, Purchasing will send any Addenda/Amendment(s) documents required by this proposal.
- 1.9.3 If Proposer is a member of DemandStar and has downloaded a solicitation document from DemandStar at [www.demandstar.com](http://www.demandstar.com), Proposer will electronically receive from DemandStar any Addenda/Amendment(s) issued. (*Demandstar requires paid membership*)
- 1.10 An authorized representative of Proposer's organization must sign this RFP document (Section 78.0). An unsigned proposal will be disqualified/rejected.
- 1.11 Any prices quoted shall be F.O.B. Destination and exclusive of federal, state, and local taxes. No shipping charges will be allowed.

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- 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 proposal must be noted in Section 77.0. Failure to note said exceptions shall be interpreted to convey that Proposer shall propose to perform in the manner described and/or specified. WCSD reserves the right to accept or reject any exceptions based on the best interest of WCSD.
- 1.16 The Facilitator for this RFP is identified on Page 1 of this document. Proposers may **NOT** contact anyone else regarding this RFP. Proposers contacting any other individual including, but not limited to, WCSD staff, officials, Evaluation Committee Members, or Board of Trustees may be disqualified.

## 2.0 LATE PROPOSALS

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

## 3.0 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by written notification via email to: [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net) provided such notice is received prior to the date and time set for the RFP opening. 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 (NRS 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) and the Letter of Intent (LOI) has been issued, the complete content of all proposals will become public record and nothing contained in the proposal will be deemed 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. WCSD may be able to consider financial statements from privately held companies as confidential but the separate, sealed envelope containing the financial statements must be marked as confidential for any consideration to be given.

## 5.0 GOVERNING LAW

Should there be any contract/agreement acquired, the awarded Proposer agrees that it shall be governed by and construed in accordance with the laws of Nevada. No action involving this contract agreement may be brought except in WCSD and courts located in Washoe County, Nevada, USA.

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6.0 DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- 6.1 As required by Executive Order 12549, Debarment and 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.
- 6.2 Submission of a signed proposal in response to this solicitation is certification that Proposer (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.
- 6.3 If WCSD was required by NRS 332.039.1 to advertise or request a proposal for this solicitation, then by way of a submitted signed Proposal, the Proposer provides a written certification that the Proposer is not currently engaged in, and during the term, shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in in NRS 332.065.

7.0 LOSS OF AGREEMENT AND/OR INABILITY TO FULFILL REQUIREMENTS

- 7.1 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. 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. 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.
- 7.2 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. 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 WCSD failed to appropriate the necessary funds to pay for the services under this RFP. In that case, WCSD may contract with another party for the same services immediately following the termination of a resulting contract specific to this RFP; however, should WCSD appropriate the funds at a later time, WCSD could issue a new RFP for these services.

9.0 DEFAULT

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

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(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 not less than thirty (30) calendar days' written notice of intent to terminate and an opportunity for consultation with the Director of Procurement and Contracts of WCSD prior to termination.

#### 11.0 JOINDER OF LOCAL GOVERNMENTS

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

Nevada Revised Statute (NRS) 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 organization. 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 organization. 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 NRS 624 is required for any portion of the work to be performed under the contract.*

#### 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

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

any installation. 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

**NOTE:** *WCSD reserves the right to amend/adjust any limits (both occurrence and aggregate) listed herein with respect to all insurance coverages based on the estimated project/construction budget (if applicable) should it be deemed in its best interest.*

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- 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 Section 14.5 below).
- 14.1.1 The authorized Insurer of the awarded Proposer and/or subsequent insurance company(s) issuing the policy(s) shall have no recourse against WCSD for payment of any premiums, costs, or assessments under any form of policy. 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 WCSD  
Attn: Purchasing Department  
425 E. Ninth Street  
Reno, Nevada 89512
- 14.5 The Additional Insured Endorsement certificate should be the CG 20 10 11 85 or a substitute form providing coverage at least as broad as the required form noted. For the purpose of substantiating the requirement of WCSD to be named as an "Additional Insured", the COI's "Description of Operations/Locations/Vehicles" section shall state the following:
- 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 WCSD, its officers, employees, agents or volunteers.*
- 14.6 The COI shall state that any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Furthermore, each insurance policy shall not be suspended, voided, canceled or non-renewed by either the awarded Proposer or the authorized Insurer without a replacement COI being provided to WCSD during the life of the contract.
- 14.7 Upon renewal of the policies listed, awarded Proposer, or authorized Insurer shall furnish WCSD with replacement certificates.
- 14.8 The awarded Proposer shall furnish WCSD with COI with Additional Insured Endorsement(s) effecting coverage required.
- 14.9 All COIs and relative endorsements are to be received upon written request by WCSD to the awarded Proposer and must be reviewed and approved by WCSD's Purchasing Department prior to any services being rendered and/or products procured.

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- 14.10 WCSD reserves the right to require of the awarded Proposer to make available to WCSD for review complete, "certified" copies of all required insurance policies at any time.
- 14.11 The awarded Proposer's insurance coverage shall be the primary insurance. Any insurance or self-insurance maintained by WCSD, its officers, employees, agents or volunteers shall be in excess of the awarded Proposer's insurance and shall not contribute with it in any way.
- 14.12 Any failure of the awarded Proposer to comply with the reporting provisions of the policies shall not affect coverage provided to WCSD, its officers, employees, agents, or volunteers.

15.0 GENERAL LIABILITY INSURANCE

- 15.1 During the life of the contract, the awarded Proposer providing service to WCSD shall maintain Commercial General Liability Insurance with the following coverages through an insurance carrier(s) licensed to do business in the State of Nevada and having a current A.M. Best rating of A-:VII or better:
  - A. Premises-Operations
  - B. Independent Contractor's Protection
  - C. Products and Completed Operations
  - D. Broad Form Property Damage
  - E. Personal Injury (with Employee Exclusion deleted)
  - F. Blanket Contractual Liability
  - G. Property Damage Liability

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

16.0 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

16.1 During the life of the contract, the awarded Proposer shall maintain Commercial Automobile Liability Insurance to include all owned autos, non-owned autos, and hired autos coverage through an insurance carrier(s) licensed to do business in the State of Nevada and having current A.M. Best rating of A-:VII or better.

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

17.0 WORKER'S COMPENSATION COVERAGE

Awarded Proposer shall have Worker's Compensation coverage as required by law, including Statutory Limits identified, for the duration of the contract to include Employer's Liability 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 initial term of the contract and for any additional time specified by WCSD thereafter, the awarded Proposer shall maintain Professional Liability Insurance (Errors & Omissions) with minimum limits of at least one million dollars (\$1,000,000); however, WCSD reserves the right to require a higher limit for project(s) that may constitute said requirement. WCSD also requires that Professional Liability Insurance include coverage for unintentional breach of contract. 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.



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19.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

Proposer must be licensed or incorporated to do business in the State of Nevada. Proposer shall possess all applicable licenses and/or certifications to perform this type of service. 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. If service fails to meet the conditions 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. 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 Statute, regulations, ordinances, or other legal requirements which apply.

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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 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 WCSD.

28.3 Failure to effect service upon 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 proposal, the awarded Proposer's response, and any agreement submitted by the awarded Proposer, the language in this proposal shall take precedence.

29.0 FORCE MAJEURE

29.1 Neither party shall be liable for failure or delay in performance under any agreement anticipated by this order in whole or in part to an act, including, but not limited to COVID19, 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.

29.2 WCSD will not terminate any contract with awarded/contracted organization that is unable to complete/perform services due to *Force Majeure*. WCSD maintains the ability and right to secure other organization(s) to provide said services, on a temporary basis, if deemed to be in the best interest of WCSD, until awarded/contracted organization is able to return to said services.

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30.0 PATENT INDEMNITY

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

31.0 INDEMNIFICATION

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 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 is made for the benefit of WCSD and Proposer, not for any outside party.

34.0 NON-ENDORSEMENT

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. 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

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

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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:

37.1 No overhead and/or profit shall be permitted; and

37.2 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

38.1 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:

38.1.1 If Proposal lacks signature by an authorized representative of Proposer, then the proposal shall be automatically disqualified/rejected (refer to Section 1.10).

38.1.2 Evidence of collusion among Proposers exists.

38.1.3 Proposer fails to meet any terms and conditions as specified in this RFP.

38.1.4 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.

38.1.5 WCSD investigation determines that Proposer is not qualified to meet the obligations of the agreement and complete work described.

38.1.6 Cost of work/services exceeds budgetary constraints.

39.0 REFERENCES

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

40.0 PROPOSAL NEGOTIATIONS

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

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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 (Section 69.0), WCSD will select the Proposer whose proposal is most advantageous to 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 Once awarded, this RFP (contract) will be the final expression of contract/agreement between the parties and may not be altered, changed, or amended except by mutual written approval agreement.
- 41.6 Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this RFP document, the awarded Proposer's proposal, and any additional contract/agreement submitted by the awarded Proposer, the language in this RFP document shall take precedence.
- 41.7 WCSD reserves the right to hold proposals for a period of ninety (90) days from date of opening before awarding or rejecting said proposals.

42.0 LETTER OF INTENT / RECOMMENDATION OF AWARD

- 42.1 It is the responsibility of the interested Proposer to obtain the Letter of Intent (LOI)/ROA). Both documents are also posted on the following websites:
  - <http://www.washoeschools.net/Page/778>
  - [www.DemandStar.com](http://www.DemandStar.com) (*DemandStar requires paid Membership*)
- 42.2 Proposer may also obtain a copy of the LOI/ROA by contacting WCSD's Purchasing Department via email at: [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net).

43.0 APPEAL BY NON-AWARDED PROPOSER

- 43.1 Any non-awarded Proposer may appeal following the posting/distribution of the LOI/ROA. 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 LOI/ROA. 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.
- 43.2 Appellant shall submit a surety/bond (i.e., Protest Bond or Appeal Bond) with a good and solvent surety company authorized to do business in the State of Nevada or submit other security in a form approved by WCSD, which will hold the bond or other security until a determination is made on the appeal. Such bond must be submitted with the written protest to the Director of Procurement and Contracts.

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- 43.3 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).
- 43.4 The Director of Procurement and Contracts will review the letter of appeal and all relevant documents and make a determination on the appeal.
- 43.5 If Appellant is not satisfied with Director of Procurement and Contracts' response, Appellant may then appeal to an appeals committee designated by 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.
- 43.6 Appellant will not seek any type of judicial intervention until WCSD has rendered its final decision on the protest.
- 43.7 WCSD is not liable for any costs, expenses, attorney's fees, and loss of income or other damages sustained by Appellant in proposal appeal process.
- 43.8 WCSD will stay any award action until a final decision has been made regarding the appeal.
- 43.9 If an appeal is granted and a bond was required, the full amount of the posted bond will be returned to Appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by WCSD because of the unawarded appeal.

44.0 SURETY

- 44.1 If applicable and when a **surety** is required (refer to Page 1 for requirement), proposal submission shall be accompanied by a surety company certified RFP Bond or Cashier's Check made payable to:

Washoe County School WCSD  
425 East Ninth Street  
Reno, Nevada 89512  
RE: RFP #21-003

- 44.2 Depending on the requirements, the amount of surety shall not be less than five percent (5%) 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 If applicable and when a Performance Bond is required, the awarded Proposer shall agree to furnish WCSD with a Performance Bond in the amount equal to one hundred percent (100%) of the total amount of the proposal award for the initial term of the contract.
- 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 of proposal by the Board of Trustees.

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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 term.

46.0 PENALTIES

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

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

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### **SPECIAL TERMS AND CONDITIONS**

#### 47.0 SCOPE OF WORK/SERVICES

- 47.1 WCSD is soliciting interested and qualified organization(s) to provide WAN service on a district-wide scale in support of receiving Category 1 E-Rate funding. All services, products and support shall be provided in a manner that is consistent with recognized best industry practices, in accordance with WCSD policies and regulations, Nevada State Law, and with the regulations and orders governing the Schools and Libraries Support Mechanism (E-Rate) set forth in 47 C.F.R. Part 54.
- 47.2 The following EXHIBITS are included and considered part of this RFP:
- ❖ EXHIBIT A: Port Speed Requirements per Site: This spreadsheet is to be used by Proposer to establish pricing based on per site and per port speed identification.
  - ❖ EXHIBIT B: Material, Water and Lead Disturbance Permit: This is only required by the awarded Proposer if applicable to implementation and construction of project.

#### 48.0 TERM OF AGREEMENT, IMPLEMENTATION, AND CONSTRUCTION DEADLINES

- 48.1 It is the intent of WCSD to award a contract to one (1) Proposer for an initial term of three (3) years following formal award by WCSD's Board of Trustees with two (2) optional one (1) year renewal terms, providing the RFP terms, conditions, and pricing remain unchanged. WCSD reserves the right to award this RFP to multiple Proposers if deemed to be in its best interest.
- 48.2 **ALL required design, implementation and construction must be completed on or before July 1, 2021** to implement the requested services with costs to be incurred by the awarded Proposer. The period from the date the Board's approval is received and the operational date of services (March to June) is provided to complete the construction aspects of the project.
- 48.3 Upon successful acceptance from awarded Proposer that an additional site is eligible for service, the time frame to service activation shall not exceed sixty (60) days. Proposer must agree that Owner may retain from the monies due the Proposer at Eight Hundred Dollars and Zero Cents (\$800.00) per day as a direct result of the delay or not completing the construction aspects of the project in the required time.

#### 49.0 PRICE ADJUSTMENT / COST ESCALATION

- 49.1 Pricing provided by Proposer shall not increase during the initial contract term.
- 49.2 After the initial contract term, a price adjustment may be reviewed/authorized. WCSD may grant a price adjustment in a situation where (all) manufacturers/distributors of the products to be procured, as a result of award of this RFP, adjust the prices of their products to all dealers or distributors. In this case, a permissible increase may be authorized and may be equal to only that increase by the manufacturers or distributors of that market.
- 49.3 Prior to permitting any increase, evidence of such an increase, in the form of a letter on the manufacturer's/distributor's letterhead shall be provided to buyer no later than thirty (30) days prior to the proposed price increase. Letter shall include name of manufacturer/distributor, series or product numbers of the RFP item being increased, the amount and effective date of any and all increases to all dealers and distributors. In any case the price increase may not be greater than five percent (5%).

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50.0 E-RATE REQUIREMENTS

- 50.1 USF Knowledge – Proposer shall have a working knowledge of the E-Rate program (formally known as the Schools and Libraries Universal Service Support Mechanism).
- 50.2 USF Registration – Proposer shall include with its proposal a valid Service Provider Identification Number (SPIN) and a valid Federal Communications Commission Registration Number (FCCRN).
- 50.3 USF Participation – Proposer shall agree to participate in the E-Rate program and cooperate in all respects with WCSD, the Universal Service Administrative Company (USAC) and any agents acting on its behalf, and the Federal Communications Commission (FCC) to ensure WCSD receives all E-Rate funding for which it has applied and to which it is entitled pertaining to the Proposer’s products and/or services.
- 50.4 USF Documentation – Proposer shall provide to WCSD staff and/or E-Rate consultant within a reasonable amount of time, all documentation and information that the Proposer has or that Proposer can reasonable acquire that WCSD 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.
- 50.5 USF Audit and Document Retention Requirement – Proposer shall maintain all quotes, RFPs, correspondence, records, delivery information, bills, invoices, memoranda and other information and data pertaining to Proposer’s services to WCSD. All such records shall be retained for ten (10) years after the last day WCSD receives services, including services provided during any renewal period, are provided related to this RFP. Such information and data shall be subject to audit and inspection by WCSD.
- 50.6 Proposer shall include in all Sub-Proposer/Subcontractor agreements for services, provisions requiring Sub-Proposers/Subcontractors to maintain the same records and allowing WCSD the same right to audit/inspect those records.

51.0 TIMELINE OF EVENTS RELATED TO RFP:

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

Schedule of Events	Date and Time
RFP Released/Posted/Distributed	December 4, 2020
Deadline for Submitting Questions <i>(via email)</i>	December 18, 2020 by 4:30 p.m. (local time)
Addendum for Q & A Posted	December 23, 2020
Sealed Proposals Due/Open	January 7, 2021 by 2:00 p.m. (local time)
Formal Interviews & Presentations of Finalists*	TBD: February 11, 2021 <b>OR</b> February 12, 2021
Letter of Intent & Recommendation of Award Posted	February 17, 2021
Award of RFP by WCSD Board of Trustees	March 9, 2021
Notice of Award	March 10, 2021

*\* WCSD reserves the right to request formal presentations/interviews of Finalist/Proposers to provide an opportunity to present to the Evaluation Committee. Should formal presentations/interviews be requested, the meetings will take place at the Purchasing Department’s local site of choosing and will be communicated to the selected firms. The number of Proposers asked to participate as Finalists will be determined by WCSD’s RFP Evaluation Committee and may be changed at the sole discretion of WCSD. Proposers chosen to participate in the interview/presentation phase will be notified of the actual date, time, and location.*

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52.0 PERMIT REQUIREMENTS, CONSTRUCTION & CONTRACTOR SPECIAL TERMS AND CONDITIONS

52.1 Awarded Proposer may be requested to provide the names, addresses, phone numbers, and applicable licenses of all Contractors/Subcontractors who will provide services in conjunction with the performance of this agreement.

52.2 If applicable, awarded Proposer needs to be aware of all permit requirements and construction policy/procedures that are administered and monitored through WCSO's Capital Projects Department and Facilities Management Department including, but not limited to the following:

❖ TIME OF COMPLETION

As stated in Section 48.2, **all required design, implementation and construction must be completed on or before July 1, 2021** to implement the requested services with costs to be incurred by the awarded Proposer. The period from the date the Board's approval is received and the operational date of services (March to June) is provided to complete the construction aspects of the project.

❖ EXAMINATION OF SITE

Contractor is requested to visit the site of building, compare the drawings and specifications with any work in place, and inform himself of all conditions, including the work, if any, being performed. Failure to visit the site will in no way relieve the Contractor from necessity of furnishing any materials or performing any work in accordance with drawings and specifications that may be required to complete the work without additional cost to the Owner. The Contractor shall call the site and plan for a time to visit the site. Please inform the site personnel of the reason for your visit.

❖ STORAGE

If available as determined by Capital Projects, the Contractor may plan with the Capital Projects Department for an area which Contractor may use for storage of his tools, equipment, and supplies while the project is in progress. Contractor to provide own storage unit for self and any Subcontractors.

❖ UTILITIES

If available as determined by Capital Projects, the Contractor may plan with the Capital Projects Department for the use of all water, electricity, lighting, and other utilities necessary for construction purposes. However, the Contractor shall furnish at his own expense any lines or equipment, or extensions necessary to bring utilities to construction areas.

❖ TOILETS

If available as determined by Capital Projects, the Contractor may make arrangements with the Capital Projects Department for toilets as necessary for use of workmen. Toilets must be kept in sanitary condition and is the responsibility of the Contractor. Additional toilets may be required to be provided by the Contractor if weekend or after hour work is anticipated.

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❖ BUILDING CODES

All work in this contract shall strictly comply with ordinances and laws, State and local, governing such construction in this locality. Should the drawings and/or specifications in any way conflict with these ordinances and laws, the Contractor shall immediately notify the Owner.

❖ WAGES

For wage rates, the Contractor shall comply strictly with the requirements of NRS 338 and shall pay, if required by statute, not less than the prevailing wage rates for the appropriate labor positions as outlined in the current/date applicable *Washoe County Prevailing Wage Rates for Public Works, State of Nevada*.

❖ NONDISCRIMINATION

In connection with the performance of the work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. Such agreement shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontract for standard commercial supplies or raw materials. Any violation of these provisions by a Contractor or Subcontractor shall constitute a material breach of contract.

❖ HEALTH AND SAFETY IN EMPLOYMENT

All applicable provisions of NRS 618 shall be incorporated in the construction practices for all employees directly engaged in the completion of this project.

❖ SAFETY

In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for condition of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The duty of the Engineer/Architect to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures.

❖ HOURS

No overtime or weekend work on the project will be performed without the written approval of the Owner or Owner's representative except in cases of emergency where life or property is in imminent danger. The Contractor may submit a request for overtime, weekend, or holiday work to Capital Projects, for review and approval or denial, a minimum of 1 week prior to such work. It shall be the Contractor's responsibility to pay, as a deductive change, any overtime costs associated with such work for WCSD personnel to open/close site, provide quality assurance and quality control for such work. WCSD has the right to reject any overtime, holiday, or weekend work. No person shall be employed for more than forty (40) hours in any one week without proper overtime compensation being paid. Overtime

compensation shall be the Contractor's responsibility and shall be adhered to per NRS During occupied periods, the Contractor can only work with the School WCSD's permission. During these occupied periods, the Contractor will be responsible for the complete clean-up and weatherproofing of any work each day in order that the space can be utilized for its educational purpose the next day. The cost of these "off" hours shall be included in the RFP.

- When schools are NOT in session: From 7:00 a.m. until 3:30 p.m. Monday through Friday the site will be available to the Contractor.
- When schools ARE in session: From 3:00 pm until 11:00 pm Monday thru Friday the site will be available to the Contractor.

❖ EMPLOYMENT

NRS 338.125 and NRS 338.130 shall be complied with. The Contractor expressly agrees to comply with the provision of NRS 338.130 and agrees that if those provisions are not complied with by the Contractor, and the contract shall be void, and any failure or refusal to comply with any of the provisions of NRS 338.130 shall render this contract void.

❖ STATUTE

All applicable provisions of NRS 338 and when applicable NRS 332, shall apply to this contract and project and all Contractor and Subcontractors shall comply therewith.

❖ WORKERS' COMPENSATION

Workers' Compensation premiums shall be paid as required by law for the duration of the contract practices delineated in "Safety and Health in Employment" laws (NRS 618) will be adhered to in all phases of construction. Since the project site is within Washoe County, City of Reno, or City of Sparks, the Contractor shall secure a building permit and arrange for all inspections through the appropriate jurisdiction. WCSD is not exempt from the requirements of these authorities.

❖ PERMIT FEES

Any fees charged by Washoe County, City of Reno, or City of Sparks, for plan checking, permits and sewer hook-up will be paid by the Contractor.

❖ NOTICES

The Contractor shall give all notices as required and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the plans and specifications are at variance therewith, the Contractor shall notify the Owner promptly in writing, of any necessary changes in the work. If the Contractor performs any work knowing it to be contrary to such law's ordinances, rules and regulations, and without such notice to the Owner, the Contractor shall bear all costs arising therefrom.

❖ FINAL INSPECTION AND FINAL PAYMENT

The Contractor shall notify the Owner when ready for final inspection. Final payment shall not be made until the original closed out permit for the work has been turned over to the Owner.

53.0 CONTRACTOR RESPONSIBILITIES AND EXISTING BUILDING AND CONDITIONS

- 53.1 During construction, it shall be the responsibility of the Contractor to take all reasonable precautions to preserve and protect surrounding buildings and property from damage of all kinds arising from the execution of this contract. He shall repair and/or be responsible for any such damage at no additional cost to the Owner.
- 53.2 It is the Contractor's responsibility to identify and document any building or site damage that exists prior to the start of construction. If undocumented damage is discovered by the Owner that could have been caused as a result of the Contractor's presence it will be the Contractor's responsibility to repair the damage to the Owner's satisfaction without cost to the Owner. If the Contractor does not repair the damage to the Owner's satisfaction the Owner has the right after forty-eight (48) hours of written notification to repair the damage and back charge the contract for all expenses associated with the repair.
- 53.3 The Contractor shall provide temporary protective fencing or covering over any open trenching or excavation arising from the execution of this contract, to keep out unauthorized persons, at no additional cost to the owner.
- 53.4 The Contractor shall notify the Capital Projects Project Manager forty-eight (48) hours prior to any electrical shutdowns at the project site. Failure to do so could cause freezing and other damage due to shut down of the energy management system. The Contractor shall bear all costs for damage resulting from his failure to notify.
- 53.5 Contractor shall meet with the representative of the Capital Projects Office to establish limits of work and general ground rules. As school may be in session, all safety precautions will be rigidly enforced.
- 53.6 Contractor shall hire a qualified, licensed Subcontractor to test all-natural gas lines within area of work for leaks prior to the start of the project and at project completion. Note all gas leaks at the start of the project and report it to WCSD Construction Project Manager immediately. Contractor shall not proceed with work in area of any leaks until directed by WCSD Project Manager. Gas line leaks at project completion shall be the responsibility of the Contractor and be repaired by a qualified, licensed Contractor at NO cost to WCSD.
- 53.7 Contractor shall assume that all exposed conduit that exists within the work area is fully functional and operational for whatever wiring is within it at the start of the project. If at any time during construction, operations utilizing this wiring fail or are disrupted, the Contractor shall be responsible for repairs to make the operations fully functional by a qualified, licensed Contractor at NO cost to WCSD.

54.0 WATER SYSTEM DISTURBANCE

- 54.1 The work may involve the disturbance of a facilities water distribution system and, as such, the Contractor is required to comply with the *Water System Disturbance Permit* section of

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the Material, Water, and Lead Disturbance Permit (Exhibit B) for any work impacting a facility water system.

- 54.2 The Contractor shall carefully comply with all requirements of the Material, Water, and Lead Disturbance Permit (Exhibit B) and shall be aware of this process prior to RFP preparation and any construction. The permit requirements are hereby made a part of this specification and contract to the same extent as if bound herein and shall apply to all Contractors and Subcontractors.
- 54.3 The Contractor shall be responsible for all costs incurred by WCSD including consultant, sampling and testing, clean-up, replacement of effected equipment, materials, etc., and any legal action that may result from an unauthorized disturbance of a water system caused by the Contractor or Subcontractors resulting in a cross connection or backflow incident.
- 54.4 If Contractors have any questions regarding the requirements of the Material, Water, and Lead Disturbance Permit (Exhibit B), contact the Environmental Compliance Officer at (775) 851-5675.

#### 55.0 ASBESTOS DISTURBANCE

- 55.1 The work may involve disturbance of materials which contain asbestos as such, the project may involve "small scale, short duration" asbestos disturbance also termed "attachments and penetrations". In these instances, the Contractor is required to use a hole saw or drill with the appropriate tools as specified. In the event the Contractor cannot use a hole saw or drill, said Contractor shall notify WCSD project manager.
- 55.2 If WCSD finds that the information provided by the Contractor to be accurate and true, WCSD will make the necessary arrangements to abate the area needed. It will be the Contractor's responsibility to clearly mark the area needed for abatement and to accommodate the necessary schedule and work areas needed for WCSD to complete the abatement. If WCSD finds that the attachment and penetration can be completed with a hole saw or drill, it shall be the Contractor's responsibility to either perform said work if qualified or have the option to hire a qualified Subcontractor.
- 55.3 The Asbestos Hazard Emergency Response Act of 1986 required a minimum of sixteen (16) hours of "awareness" training for personnel performing the disturbance. The Contractor shall be responsible for assurances that the personnel doing the work have been properly trained. The Contractor shall submit to the Owner copies of Certificates of Completion of training for those personnel doing the work. These certificates will not be returned, but rather kept for the Owner's records.

#### 56.0 COMPLIANCE WITH MATERIAL, WATER, AND LEAD DISTURBANCE PERMIT

- 56.1 The Contractor shall carefully comply with all items of the Material, Water and Lead Disturbance Permit (Exhibit B) and shall review the permit and become familiar with its contents prior to RFP preparation and any construction. The permit as well as the Asbestos Hazard Emergency Response Act (AHERA) Management Plan are hereby made a part of this specification and contract to the same extent as if bound herein and shall apply to all Contractors and Subcontractors.
- 56.2 Building materials that may be disturbed during the course of construction and/or demolition will be tested for the presence of asbestos. These materials have been identified as asbestos containing or non-asbestos containing on the building material disturbance permit(s) by the management planner. This sheet(s) must be referred to before any work commences. All

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asbestos containing material must be handled by Contractors and/or individuals trained and certified in the removal of asbestos containing building materials. No asbestos containing materials shall be disturbed prior to authorization from the owner. If any material is encountered that is not listed on sheet(s) it shall immediately be brought to the attention of the management planner of WCSD (8515675) before any work continues that might disturb this material. If any building material listed in the disturbance permit as containing asbestos is improperly disturbed, in the opinion of WCSD, by the Contractor or his Subcontractor, WCSD will immediately hire a third party asbestos consultant to investigate possible asbestos contamination and an asbestos Contractor to perform any recommended clean-up.

56.3 The Contractor shall be responsible for all costs incurred by WCSD including consultant, sampling and testing, clean-up, replacement of effected equipment, materials, etc., and any legal action that may result from an asbestos fiber release incident, caused by the Contractor or Subcontractors.

#### 57.0 AIR SAMPLING RESULTS

If air sample results are required by the Material, Water, and Lead Disturbance Permit (Exhibit B) will be supplied to the ESA Department and the Project Manager within seventy-two (72) hours of the completion of a disturbance. Laboratory results will be faxed to (775) 851-5695, ATTN: Environmental Compliance Officer directly from the laboratory providing analysis within the 72-hour period. Handwritten results will **NOT** be allowed or accepted.

#### 58.0 LEAD

##### Lead in Paints and Coatings in WCSD Facilities

###### Pre-1978:

Paint and coating sampling have shown that most paints and coatings contain some levels of lead in WCSD's Pre-1978 facilities. Therefore, all persons performing **any** disturbance to coatings or paints in our Pre-1978 constructed facilities must utilize lead safe work practices. In addition, any person performing **any** disturbance to paints or coatings must have taken an OSHA lead action level training class from a WCSD's ESA Department approved training provider. If the facility is a kindergarten through 6<sup>th</sup> grade elementary school, the Contractor must also comply with the Renovation, Repair and Painting Regulation Section listed below.

Lead safe work practices are identified in the EPA guidance document titled "Steps to lead safe renovation, repair and painting" on pages 12 thru 23. This document is available electronically at <http://www.epa.gov/lead/pubs/steps.pdf>. The Contractor shall submit lead safe work practice procedures and all OSHA action level training certificates to the project manager. The project manager must submit a copy to the ESA Department for approval of these documents prior to any disturbance. The ESA Department will notify the Contractor upon approval of these documents.

Once this approval is received, the Contractor may schedule work, but must notify the ESA Department immediately prior to conducting work that disturbs lead containing materials. The Contractor shall provide this notice by calling the ESA Department at 851-5675. ESA Department personnel, project managers, assistant project managers, and other WCSD personnel may conduct site visits to ensure compliance with the Contractor's submitted and approved procedures.

Post – 1978 WCSD Buildings

Paints and coatings on materials other than metal surfaces and ceramic wall tile, typically do not contain significant amounts of lead in WCSD post – 1978 constructed facilities. It is ok to disturb these materials without sampling unless the Contractor determines sampling is in their best interest. Such sampling will be paid for by the Contractor.

Ceramic wall tile glaze typically contains high lead concentrations. Paint or coatings on metal surfaces typically contain lead in WCSD facilities; therefore, ceramic tile and paints/coatings on metal will be treated as containing lead unless sampling proves otherwise. Contractor is responsible for paying for any sampling necessary to prove these materials do not contain lead. The Contractor must submit sampling results to the project manager who must submit the results to the ESA Department for approval prior to any disturbance of the material. The Contractor has the option to assume the paint on metal surfaces and ceramic tile glaze contains lead instead of sampling.

The Contractor must utilize lead safe work practices if lead is present or assumed to be present in materials to be disturbed. The Contractor must ensure all persons performing **any** disturbance of lead containing materials must have taken an OSHA lead action level training class from a WCSD's ESA Department approved training provider.

Lead safe work practices are identified in the EPA guidance document titled "steps to lead safe renovation, repair and painting", pages 12 thru 23. This document is available electronically at <http://www.epa.gov/lead/pubs/steps.pdf>. The Contractor shall submit lead safe work practice procedures and all OSHA action level training certificates to the project manager. Project manager must submit a copy to the ESA Department for approval of these documents prior to any disturbance. ESA Department will notify the Contractor upon approval of these documents.

Once this approval is received the Contractor may schedule work but must notify the ESA Department immediately prior to conducting work that disturbs lead containing materials. Contractor shall provide this notice by calling the ESA Department at (775) 851-5675. ESA Department personnel, project managers, assistant project managers, and other WCSD personnel may conduct site visits to ensure compliance with the Contractor's submitted and approved procedures.

59.0 RENOVATION, REPAIR & PAINTING REGULATIONS - 40 CFR PART 745.81

- 59.1 Effective April 22, 2010, Contractors will be required to be trained and registered with the EPA to conduct regulation applicable renovations, repairs and painting in all elementary schools or child occupied WCSD facilities constructed prior to 1978.
- 59.2 In addition, Contractors must have a minimum of one supervisor on-site that has successfully attended and passed a one day Lead Renovation, Repair and Painting (RR&P) course before working in any elementary schools or child occupied WCSD facilities constructed prior to 1978. The supervisors training certification must remain current. Recertification requirements through the attendance of refresher courses are a requirement of this regulation. The supervisor must be on-site throughout the project. The certified supervisor is responsible for ensuring that lead safe work practices are utilized per this



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regulation as well as per all WCSD lead requirements and policies that may be more stringent than the EPA and OSHA regulations.

- 59.3 Lead safe work practices are identified in the EPA guidance document titled "steps to lead safe renovation, repair and painting", pages 12 thru 23. This document is available electronically at <http://www.epa.gov/lead/pubs/steps.pdf>. The Contractor shall submit lead safe work practice procedures and all RR&P, and OSHA action level training certificates to the project manager. The project manager must submit a copy to the ESA Department for approval of these documents prior to any disturbance. The ESA Department will notify the Contractor upon approval of these documents.
- 59.4 Once this approval is received the Contractor may schedule work but must notify the ESA Department immediately prior to conducting work that disturbs lead containing materials. The Contractor shall provide this notice by calling 851-5675. ESA Department personnel, project managers, assistant project managers, and other WCSD personnel may conduct site visits to ensure compliance with the Contractor's submitted and approved procedures.

## 60.0 INDOOR ENVIRONMENTAL QUALITY

- 60.1 Preventative job site practices will reduce the potential for residual problems with indoor air quality in completed buildings and reduce undue health risks for all workers. The following are the minimum standards required by WCSD for on-site construction in WCSD:
- A. Existing HVAC System:  
When feasible, the HVAC system for the project area will be shut down for the duration of the project. If occupied spaces will be adversely affected by the shut-down of the system, construction area return registers should be sealed with polyethylene sheeting and secured as an alternative. Registers must be sealed prior to the start of work.
  - B. Separating Occupied Spaces from Non-Occupied:  
Keep work areas separate from occupied spaces with polyethylene sheeting (or similar) if there are no other natural barriers in place OR in spaces where air exchange will occur around the barriers.
  - C. Ventilation:  
During the installation of carpet, paints, furnishings and any other VOC emitting products, provide "spot" ventilation during application/installation and for at least 24 hours after the work is completed. In most cases, opening windows and doors will not be enough to effectively exhaust contaminants. It is recommended that an exhaust fan be used to pull polluted air out of the building. This can be accomplished by placing a fan in a window or door and temporarily sealing any opening around the fan with plastic. Additionally, a door or window at the opposite end of the room should be opened to allow fresh, outdoor air to flow across the work area and sweep polluted air out through the exhaust fan. As long as odors are present, the temporary exhaust ventilation must continue to operate. This may include nights and weekends as necessary. Ventilation should continue for a minimum of twenty-four (24) hours after the completion of the project or until there are no more noticeable odors.
  - D. Construction Dust:  
Minimize the amount of dust in the air and on surfaces. Examples include the use of vacuum assisted drywall sanding equipment and the use of vacuums instead of brooms to clean construction dust from floors.

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- E. After Hours Scheduling:  
Schedule high dust generating operations or extreme noise generating activities for after normal working hours. (i.e. saw cutting, jack hammering) and install temporary barriers to confine dust as necessary.
- F. Gasoline/Diesel Powered Equipment:  
Electric powered equipment must be used in lieu of diesel or gasoline powered equipment. Gas and diesel equipment may not be used inside a WCSD building or near an outdoor fresh air building intake.
- G. Material Safety Data Sheets (MSDS):  
MSDS must be made be maintained onsite and made available upon request as required by federal law.
- H. Construction Completion:  
Prior to the occupancy of the building but after the installation of new furniture, carpet, etc., the building should be flushed with 100% outside air for one to three days.
- I. Air Filters:  
Replace all filtration media immediately at the conclusion of the job.
- J. Monitoring Air Quality:  
Indoor air quality monitoring will be conducted randomly throughout the project. Results and any recommendations will be communicated through the building inspector to construction management.
- K. Pre-Construction Work Area Inspection:  
Any overhead work including roof, the Contractor shall conduct a pre room condition walk through with WCSD Project Manager to determine the level of cleanliness that will be expected at completion of project. Contractor shall be responsible for cleaning all exposed surfaces within the facility beneath the work area. At the completion of the project, the Contractor shall clean all exposed surfaces within the facility beneath the aforementioned work area including, but not limited to all shelving, duct, lighting, flooring, furniture, etc.

## 62.0 LOCK OUT TAG OUT PROCEDURE

Contractor will be responsible for the isolation and termination of all building systems that may be impacted by the scope of work within this RFP. Contractor will coordinate all shut-down processes with the construction manager prior to any shutdowns up to and including Lock Out Tag Out procedures twenty-four (24) hours prior to any shutdowns. WCSD will make the final determination of which systems and location shall be isolated. All Lock Out Tag Out will be performed at main service panel.

## 63.0 EMPLOYEE REGULATIONS

63.1 The Contractor shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

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- 63.2 The Contractor shall insure that each and every kind of work shall be performed by workmen, laborers, or mechanics especially skilled in the class of work required and that workmanship shall be of the best trade practice, regardless of the quality of materials.
- 63.3 The Contractor shall provide, at all times, sufficient and competent labor to carry on the work properly and ensure completion of each part in accordance with schedule and within the time agreed to.
- 63.4 An employee of the Contractor or Subcontractor who is deemed incompetent, disorderly, or otherwise objectionable by the Owner, shall be removed promptly by the Contractor, and not reemployed on the work.

64.0 MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS

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

65.0 REFERENCE TO SPECIFICATIONS AND TRADE NAMES

In these specifications, wherever American Society for Testing Materials or other specifications or standards are mentioned it shall be understood that the materials or methods mentioned therewith shall conform to all requirements of the issue in effect on date of submission of RFPs. In these specifications whenever the trade name of a product or the name of a product or the name of a manufacturer appears it shall be understood to specify the product so identified or its "Approved Equal." The words "Or Equal" or "Approved Equal" shall mean equal in the opinion of and approved by the Owner or his representative. Any substitutions for products or manufacturer's mentioned in these specifications shall be submitted by the Contractor to the Owner or his representative for approval within seven (7) calendar days following the Notice of Award of contract by the Board of Trustees to said Contractor.

66.0 GUARANTEE

The Contractor shall guarantee all work and equipment provided under this contract to be free from defects of workmanship and material for a period of **one (1) year** from the date of final acceptance of the work, which constitutes the issuance of a notice of substantial completion and shall, at his own expense, repair and replace all defective work and materials.

67.0 QUALITY ASSURANCE

It shall be the Contractor's responsibility to use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work.

68.0 OTHER PROJECTS

The Contractor is hereby informed that other projects may be happening at the school site at the same time as this project. The Contractor will make every effort to coordinate his work with that of other Contractors.

**CHECKLIST FOR PROPOSAL FORMAT AND REQUIREMENTS**

- Provide a complete Table of Contents.
- ALL** Required Submittal Forms (Sections 74.0 through 78.0) must be submitted or proposal may be rejected.
  - Should Proposer fail to sign the RFP document (Section 78.0) the proposal will be disqualified/rejected (refer to Sections 1.10 and 38.1.1).
  - Provide the completed forms in RFP submission under a separate tab or tab(s).
- Include a statement of interest on organization's letterhead with organization's full name, legal status (sole proprietor, partnership, corporation or other), address, telephone, fax number, email, and website address. State whether organization is national, regional or local. State the location of the office from which organization's work would be performed. For firms with multiple offices, briefly summarize for each office (identify *HOMEBASE*, if multi-office organization). Explain why organization is interested in working for WCSD.
- Provide a *profile overview* of the organization and its work, describing the organization's capabilities, experience, and knowledge. Explain range of experience (project types, client mix) with other public sector clients including other school districts and provide organization's experience with school districts of similar size to WCSD.

***NOTE: Additional requested details for history and experience of organization are outlined in Section 73.6.***

- If applicable, provide any information related to Loss of Agreement and/or Inability to Fulfill Requirements (Section 7.0).
- Submit any proposed contract/agreement required by the Proposer. WCSD may elect to execute Proposer's contract/agreement provided WCSD's standard terms and conditions in this Proposal are incorporated into the final agreement. Unless otherwise identified as such, WCSD's contract language takes precedence in all cases.
- Financial Stability (Evaluation Criteria A; Section 69.0):

As instructed in Section 1.1.5, Proposer must provide:

- Balance Sheets **and** Income Statements for the last three (3) **consecutive years** of operation.
- WCSD reserves the right to reject a Proposal as non-responsive if the requested documents identified above are not provided with Proposal.
- Financial documents are to 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.
- Do not include these or any financial documents/statements in the proposal portfolios/binders.
- Should a privately held company deem this financial information to be confidential, it must be marked as such on the one (1) separate, sealed envelope that contains the financial information.

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□ Cost/Fee Structure (Evaluation Criteria G; Section 69.0)

As instructed in Section 1.1.4, Proposer must:

- Provide six (6) cost/pricing fee information and/or schedules in one (1) separate, sealed envelope.

69.0 EVALUATION CRITERIA

Evaluation Criteria A through F listed below must be addressed/included in submitted proposals. An Evaluation Committee will review the RFP submissions and determine the best proposal in accordance with the scoring of the following Evaluation Criteria, which are listed below in no particular order. Final selection will be subject to review and approval by WCSD's Board of Trustees:

A. FINANCIAL STABILITY (PASS or FAIL)

*NOTE: Submission and review is required. WCSD's Office of Business & Financial Services will review all financial documents submitted by Proposers. Should a Proposer's submission of said financial documents be marked as "FAIL," then the Proposer's submission will be rejected in its entirety and will not be considered for award.*

B. TECHNICAL REQUIREMENTS, PROJECT APPROACH, AND SCHEDULING (Section 70.0)

C. CUSTOMER / NETWORK SUPPORT AND SYSTEM MAINTENANCE REQUIREMENTS (Section 71.0)

D. COMMUNICATION & REPORTING REQUIREMENTS (Section 72.0)

E. BILLING AND SERVICE TRACKING REQUIREMENTS (Section 73.0)

F. PROPOSER HISTORY AND PERSONNEL EXPERIENCE REQUIREMENTS (Section 74.0)

G. COST/FEE STRUCTURE

70.0 TECHNICAL REQUIREMENTS, PROJECT APPROACH, AND SCHEDULING (Evaluation Criteria B)

70.1 Technical Requirements

- A. The proposed network physical interfaces shall be 10/100/1000 BASE-T via RJ-45 connector or 1000BASE-SX, 10GBASE-SR, 40GBASE-SR4, or 100GBASE-SR4.
- B. The proposed network shall be capable of incrementing from 10 Mbps to 10 Gbps between each site in steps of 10Mbps, 25 Mbps, 50 Mbps, 100 Mbps, 250 Mbps, 500 Mbps, 1 Gbps, 2 Gbps, 3 Gbps, 4 Gbps, 5 Gbps, and 10 Gbps. Data Center sites shall be capable of incrementing from 10 Gbps to 100 Gbps in steps of 10 Gbps, 20 Gbps, 30 Gbps, 40 Gbps, 50 Gbps, 60 Gbps, 70 Gbps, 80 Gbps, 90 Gbps, and 100 Gbps. Trunk links shall not be oversubscribed. The ability for WCSD IT personnel to change network speeds on-demand will be given special consideration.
- C. The proposed network must meet a minimum 99.9% reliability per end-to-end connection as measured monthly by the network provider at WCSD handoff. If successful Proposer fails to meet this standard, a one-day service credit on the circuit(s) affected will give to WCSD for each day the service issue exists.

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- D. The proposed network must be OSI Layer 2 end-to-end from central to each site. Ethernet frames must remain intact end-to-end (no packet disassembly or reassembly).
- E. The proposed network must be compatible with Cisco hardware standards, Cisco QOS and Cisco IOS 12.x or higher software standards. Must be compatible with EIGRP, OSPF, AND BGP routing protocols.
- F. The proposed network must meet industry standards and codes. Where applicable, all equipment shall be:
  - UL listed
  - FCC approved and registered
  - Meet state and federal fire codes
  - Meet electrical codes and REA standards
- G. All equipment furnished by the Proposer shall be manufactured, assembled, installed, and tested in accordance with the following current industry standards, and shall be considered minimum requirements:
  - The American National Standards Institute (ANSI)
  - The Institute of Electrical and Electronic Engineers (IEEE)
  - The National Electrical Manufacturer's Association (NEMA)
  - Insulated Power Cable Engineers Associates (IPCEA)
  - The National Electrical Code (NEC)
  - The Telecommunications Industry Association (TIA)
  - The Electronics Industry Association (EIA)
  - Building Industry Consulting Service International (BICSI)
  - Underwriter's Laboratories (UL) (Where Applicable)
  - H.323 Video Standards ○ Telcordia Gr499
  - Telcordia Gr332
- H. The measured latency on the proposed WCSD network segments must be 8ms maximum for each individual circuit measured end-to-end.
- I. The measured jitter on the proposed WCSD network segments must meet Telcordia GR 499 standards.
- J. The measured error free seconds on the proposed WCSD network segments must be at least 10-14.
- K. The percentage availability on the proposed network must be 99.9% or better as measured monthly by the network provider on WCSD network segments provided to WCSD and delivered electronically to WCSD when the measurement is made.
- L. The Mean Time to Failure (MTTF) on the proposed WCSD segments of the network must be a maximum of one (1) failure per quarter.
- M. The Proposer must include an SLA performance guarantee that includes monetary compensation of at least one day credit for each outage of any customer disruptive occurrence and/or failure to meet stated performance criteria per each end node.

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- N. The Proposer is required to adhere to all applicable PUCN and FCC regulations. The Proposer shall adhere to such regulations in effect at the time of award and ongoing throughout the duration of the awarded contract. This ongoing adherence shall include compliance with new and changed PUCN and FCC orders as they might occur during the contract term. Where the PUCN or the FCC mandates orders, the Proposer shall do so as mandated and without additional costs to WCSD.

70.2 Project Approach and Scheduling

- A. Describe, in detail, the project approach that will be taken to meet WCSD's deadline requirements including how the project will be organized.
- B. Proposer must demonstrate grasp of the project requirements as well as the depth and breadth of the project.
- C. Proposer should demonstrate in detail the work being proposed aligns with the technical requirements set forth in Section 70.1 and how each requirement will be achieved.

70.3 Scheduling

- A. Proposer must provide a schedule of events that clearly indicates the time sequence for tasks that WCSD requires to perform major components of the scope of work and meet critical deadlines.
- B. Express these tasks in daily durations. For example: survey activity five (5) working days, etc.

71.0 CUSTOMER SUPPORT AND TRAINING, NETWORK SUPPORT, AND SYSTEM MAINTENANCE REQUIREMENTS (Evaluation Criteria C)

- 71.1 Provide detailed description of available orientation training to upgrade the level of network understanding and professionalism. The Proposer is to provide full detailed explanations of how the network operates in a seminar presentation including documentation for WCSD's IT Department's technical personnel. The following identified functions are characterized as highly desired minimums:
  - Network Engineering
  - Network Operations
  - Customer Support
  - All Operational, Diagnostic, Provisioning, Engineering, and Escalation Processes
- 71.2 Provide a detailed description of any other of the Proposer's training and development programs that will be available for WCSD staff. Identify staff resources to be made available to WCSD and how often training would occur if needed.
- 71.3 The proposed network must have network provider maintenance responsibility, remote restoration, remote maintenance and testing capabilities, remote alarm, and warning levels at the NOC covering the proposed network transport segments up to the designated MPOE at each WCSD location.
- 71.4 Proposer will actively monitor all circuits to WCSD handoff to ensure uptime. In the event of any outage, upon verification that power is not down at the site in question, organization

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will initiate a trouble ticket within their support operations and notify WCSD's IT Department staff immediately.

- 71.5 Response time associated with the proposed network must be a maximum of two (2) hours per event for WCSD identified essential services/mission critical network segments and must be a maximum of four (4) hours per event for non-essential services/non-mission critical network segments. If successful Proposer fails to meet this standard, a one-day service credit on the circuit(s) affected will be given to WCSD for each day the service issue exists.
- 71.6 The Mean Time to Repair (MTTR) on the proposed WCSD segments of the network must be a maximum of four (4) hours per critical event and must be a maximum of eight (8) hours per non-critical event. If successful Proposer fails to meet this standard, a one-day service credit on the circuit(s) affected will be given to WCSD for each day the service issue exists.
- 71.7 The proposed network must provide full maintenance for contract duration on provided services to the designated MPOE at each WCSD location.
- 71.8 Upon successful acceptance from the awarded Proposer, when an additional site is eligible for service, the time frame to service activation shall not exceed 60 days. Proposer must agree that Owner may retain from the monies due to the Proposer at a rate of \$800.00 per day as a direct result of the delay or not completing the construction aspects of the project in the required time allowance. This applies to all new installations occurring at any time during the contract term.
- 72.0 COMMUNICATION & REPORTING REQUIREMENTS (Evaluation Criteria D)
- 72.1 The network provider must supply an internet-based portal, which shows current utilization statistics, uptime, and reliability on both a real time and historical basis for each circuit. Available reports must reflect key performance statistics on WCSD segments. Additionally, by June 30 of each year, the Proposer must create and provide to WCSD's IT Department staff an annual report detailing uptime for each network segment as well as a consolidated overall report.
- 72.2 The Proposer must include in RFP response an actionable plan detailing the frequency, process, timeliness, and procedure of firmware, software, and generic program updates for all active devices used in the proposed network must be provided. In addition, this maintenance must be completed during designated maintenance windows identified and approved by WCSD's IT Department.
- 72.3 The Proposer must include in RFP response a complete topology map in AutoCAD of WCSD's physical network and a schematic drawing in Visio of the proposed WCSD logical network.
- 72.4 Proposer must include documentation detailing:
- A single point of contact for network engineer.
  - Direct real-time access to the network operations center.
  - Documented escalation processes.
  - Local account team.
  - Local installation and repair technicians.
  - Live answer to repair and support teams.
  - Minimum bi-annual meetings between Proposer technicians and WCSD technicians.



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73.0 BILLING AND SERVICE TRACKING REQUIREMENTS (Evaluation Criteria E)

- 73.1 The Proposer must provide detailed and comprehensive billing with itemized monthly recurring and non-recurring charges by site, line and by summary. The Proposer must provide detailed, comprehensive, and itemized CSR records by site, line and by summary including service outage credits.
- 73.2 The Proposer must provide CD-ROM or DVD for billing and CSR.
- 73.3 The Proposer must provide sample bills and CSR with the response to this RFP.
- 73.4 The Proposer must provide monthly billing with service order tracking and quarterly CSR with service order summary. WCSD requires online access for both billing and customer service-related issues.

74.0 PROPOSER'S HISTORY AND PERSONNEL EXPERIENCE REQUIREMENTS (Evaluation Criteria F)

- 74.1 Provide an organizational chart showing the structure of the team and the key personnel to be assigned to projects.
- 74.2 Identify each principal of the organization and all key personnel with detailed resumes that clearly reflect specific experience and/or professional educational background in the represented field(s) of expertise.
- 74.3 Clearly identify any proposed staffing levels based on project size and complexity and include a brief synopsis of experience or reference to included resumes.
- 74.4 Clearly identify individual(s) who will act as the primary professional (main point-of-contact) assigned to the account and describe this individual's experience and qualifications. Include his/her professional qualifications including resumes.
- 74.5 Identify all other positions being assigned to WCSD's account including job title and duties. Should Proposer need to replace any of these positions, WCSD's approval will be required.
- 73.6 Proposer must detail the organization's experience and historical background with providing services to similar organizations specifically to similar sized school district and provide which personnel individual(s) managed said projects.
- 73.6 Provide description of the division of Proposer's organization that provides these services.
- 73.7 If the Proposer's organization's assigned personnel changes for any contracted project, WCSD must review and approve the replacement personnel in advance. The replacement personnel shall have, at minimum, equivalent qualifications as the original assigned personnel.

73.5 COST/FEE STRUCTURE (Evaluation Criteria G)

As instructed in Section 1.1.4, Proposer must:

- Provide six (6) cost/pricing fee information and/or schedules in one (1) separate, sealed envelope.

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

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**REQUIRED SUBMITTAL FORMS**  
**(Sections 74.0 – 78.0)**

74.0 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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75.0 PUBLIC DISCLOSURE FORM

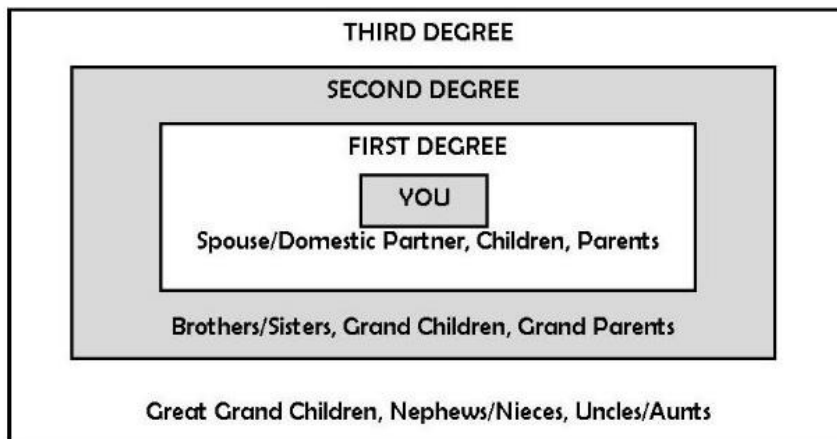
Submitting Organization Name: \_\_\_\_\_

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 WCSD's 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 organization 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 organization is submitting to WCSD may result in a rejection of said solicitation submission or termination of any resulting contract/agreement should the above-named organization be awarded.

- A. I certify that I and my organization and/or principals of my organization 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 organization principals and organization key personnel's personal relationships, partnerships, correlations, and relatives (by blood and/or marriage) between WCSD, Officers of WCSD, key employee of WCSD, current and former WCSD Board of Trustees members and any other current and former WCSD personnel.



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

Submitting Organization Employee Name (First, Last)	Title / Position	Relations / Association to WCSD Personnel	Name of WCSD Personnel	Pecuniary Interest (Y or N)

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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76.0 CONTACT INFORMATION

Proposer's organization Name:	
Address:	
City:	State:
Phone #:	Fax #:
Email:	

77.0 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.

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78.0 PROPOSAL SIGNATURE – REQUIRED

***NOTE: This section must be signed whether or not there are exceptions noted above. Failure to sign below will result in rejection of RFP. No unsigned RFP will be accepted.***

By signing this Proposal, I acknowledge the following:

- I am an authorized agent for Proposer's organization.
- 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 Statute, other regulations and requirements.
- Per Section 1.17, by way of a submitted signed RFP, I have provided a written certification that Proposer's organization 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).

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date