



REQUEST FOR PROPOSAL (RFP)

- SOLICITATION TITLE: WIDE AREA NETWORK (WAN) SERVICES
- SOLICITATION #: 46-P-09-26-SA
- SCOPE OF WORK/SERVICES: Washoe County School District (WCSD) is soliciting interested and qualified organization(s) to provide Wide Area Network (WAN) services on a districtwide 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's policies and regulations, Nevada state law, and with regulations and orders governing the E-Rate program (formally known as the Schools and Libraries Universal Service Support Mechanism) set forth in 47 C.F.R. Part 54.
- DUE DATE & TIME: January 21, 2026 at 2:00 pm (local time)**
- PUBLIC OPENING: January 21, 2026 at 2:30 pm (local time) via TEAMS Meeting (refer to Section 1.6.2)**
- QUESTIONS DEADLINE: All questions/inquiries regarding this solicitation must be submitted in writing and are **due no later than 4:30 pm (local time) on December 14, 2025** via email to: solicitations@washoeschools.net or submitted directly on the WCSD's Solicitations website at <https://solicitations.washoeschools.net/Purchasing>.
- AGENCY LOCATION: Washoe County School District
The Brown Center - Purchasing Department
14101 Old Virginia Road, Room 0
Reno, Nevada 89521-8912
- HOURS OF OPERATION: Monday – Friday 8:00 am to 4:30 pm (excluding holidays)
- SURETY REQUIREMENT: **NONE REQUIRED**
- FACILITATING BUYER: Sunshine Long-Anderson, Procurement Analyst
- PUBLISH DATE: December 5, 2025
- SOLICITATION # OF PAGES: 44
- SOLICITATION EXHIBITS:
- EXHIBIT A – SIGNATURE PAGE (**REQUIRED FORM**)
 - EXHIBIT B – VENDOR/CONTRACTOR PUBLIC DISCLOSURE FORM (**REQUIRED FORM**)
 - EXHIBIT C – PRICE SCHEDULE/SPECIFICATION FORM (**REQUIRED FORM**)
 - EXHIBIT D – E-RATE SPIN # INFORMATION SHEET (**REQUIRED FORM**)
 - EXHIBIT E – MATERIAL, WATER, AND LEAD DISTURBANCE PERMIT (**INFORMATION ONLY**)

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NOTE: *The Facilitating Buyer for this solicitation is named on Page 1. Interested parties may NOT contact anyone else regarding this solicitation. Any interested Proposer contacting any other individual including, but not limited to, WCSD staff, officials, evaluation committee members, or Board of Trustees may have their RFP submission rejected from evaluation and award consideration.*

NOTE: *Proposal submissions will NOT be accepted via email, fax, or verbally at any point of time in the RFP process (e.g., withdrawal and/or resubmitting for updated pricing). Only sealed proposal submissions will be accepted. Any proposal submissions that are otherwise received will be rejected. WCSD only accepts signatures done manually (also known as a wet signature) or electronic digital signatures that are certified. Non-certified electronic digital signatures will NOT be accepted. A typed signature, even in a cursive font, does NOT meet the requirements of an official digital signature. A digital signature must be accompanied by a certified digital stamp issued through programs like Adobe Acrobat DC, Docu-Sign, or other similar programs that produce a digital stamp certifying the electronic digital signature. Any signatures on required forms that do not meet these requirements will not be accepted and the Proposer's submission will be deemed "Non-Responsive" and will be rejected. If there are any questions about this requirement, please submit a question by the Questions/Inquires deadline, so that it can be answered prior to the submission deadline.*

REQUIRED FORMS (see list below) specific to this solicitation are to be completed, signed (if applicable), and included with the bid submission (in both hard copy and electronic format as instructed) and are available for download on WCSD's Solicitation website at: <https://solicitations.washoeschools.net/Purchasing>

- **EXHIBIT A – SIGNATURE PAGE (REQUIRED FORM)**
If the SIGNATURE PAGE, which is a REQUIRED FORM, is submitted without an authorized signature, the submission will be rejected in its entirety (refer to Section 1).
- **EXHIBIT B – VENDOR/CONTRACTOR PUBLIC DISCLOSURE FORM (REQUIRED FORM)**
Is to be completed, signed, and submitted with the bid submission.
- **EXHIBIT C – PRICE SCHEDULE/SPECIFICATION FORM (REQUIRED FORM)**
Must be completed and submitted with the bid submission.
- **EXHIBIT D – E-RATE SPIN # INFORMATION SHEET (REQUIRED FORM)**
Must be completed and submitted with the proposal submission.

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

NOTE: If there is a "parent" company and/or if the company is a "dba," Proposers should specify that in their submission on **EXHIBIT A**.

1.0 SUBMISSION OF PROPOSAL

- 1.1 In response to this RFP, Proposers shall submit clearly labeled and indexed portfolios or binders with appropriate section and sub-section numbers as referred to herein. Please provide the following:
 - 1.1.1 One (1) original proposal labeled as "MASTER".
 - 1.1.2 Five (5) identical bound proposals, each one labeled as "COPY".

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- 1.1.3 One (1) identical electronic copy of the proposal, including all **REQUIRED FORMS completed and signed (if applicable)**, in Microsoft Word, Microsoft Excel, or Adobe PDF format on one (1) flash drive with the sealed proposal submission.
- If discrepancies are found between the "MASTER" and any "COPY" of the proposal, the "MASTER" will be used to resolve the discrepancy.
- 1.1.4 FINANCIAL STABILITY (REQUIRED FOR PROPOSAL ACCEPTANCE CONSIDERATION)
- A. Submit only one (1) copy of (A) Balance Sheets and (B) Income Statements for the last three (3) consecutive years of business operation.
 - B. If the requested documents (A and B above, at minimum) are not provided with the proposal, then WCSD reserves the right to reject the proposal as "non-responsive."
 - C. The financial documents are to be provided in one (1) separate, sealed envelope so that they can be easily forwarded to WCSD's Office of Business and Financial Service for review (Section A – EVALUATION CRITERION #2).
 - Do NOT include any financial stability documentation in the proposal portfolios or binders.
 - D. Should a privately held company deem certain financial information to be *CONFIDENTIAL*, it must identify what information is to be considered confidential as deemed so by law.
- 1.2 Provide six (6) copies of **EXHIBIT C**. Copy must be submitted in one (1) separate, sealed envelope and labeled as "**EXHIBIT C – PRICE SCHEDULE/SPECIFICATION FORM**".
- 1.2.1 Any prices provided in the Proposer's proposal that are relevant to products that may be supplied in addition to the work/service shall be *F.O.B. Destination* and exclusive of all federal, state, and local taxes. No shipping charges will be allowed.
 - 1.2.2 All costs incurred in the preparation and submission of proposals to this RFP shall be the responsibility of the Proposer.
- 1.3 Neither the WCSD, the Purchasing Department, nor any officer or employee thereof shall be responsible for the pre/post-opening of or failure to open a proposal not properly addressed, identified, or mislabeled.
- 1.4 Proposals submitted verbally, by telephone, email, and/or facsimile will NOT be accepted.
- 1.5 Proposals and any signed/acknowledged Addenda/Amendment(s) shall be submitted in a sealed envelope or box and labeled using the following format:

Company Name: _____
Solicitation Title: Wide Area Network (WAN) Services
Solicitation #: 46-P-09-26-SA
Due Date & Time: January 21, 2026 at 2:00 pm (local time)

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MAIL OR DELIVER PROPOSALS TO:
Washoe County School District
The Brown Center – Purchasing Department
14101 Old Virginia Road, Room 0
Reno, Nevada 89521-8912

- 1.6 For a proposal to be accepted, it is mandatory that the proposal documents be received and time-stamped by the WCSD Purchasing Department (address noted above), no later than 2:00 pm (local time) on the DUE DATE & TIME identified on Page 1 of this RFP document.
- 1.6.1 **Late proposals will NOT be accepted.** A proposal may be received any time prior to the DUE DATE & TIME. Should a proposal arrive after the DUE DATE & TIME, the Proposer will be notified.
- 1.6.2 Proposals will be opened publicly via a TEAMS meeting on January 21, 2026 at 2:30 pm (local time):

Microsoft Teams [Need help?](#)
[Join the meeting now](#)
Meeting ID: 290 539 334 628 7
Passcode: XF2Jv3cf

https://teams.microsoft.com//meetup-join/19%3ameeting_ZDI3ZjJkZTMtYWMyNy00YjNkLTg2MDItOGUzNjhmNGNjNDQ5%40thread.v2/0?context=%7b%22Tid%22%3a%223cacf549-5e36-41cc-a3de-89459e121def%22%2c%22Oid%22%3a%226b8d6e88-fe17-4ede-9514-f8a2e3c42233%22%7d

- 1.7 All accepted proposals and accompanying documentation by WCSD's Purchasing Department become the property of WCSD and will not be returnable to the submitting Proposer.
- 1.8 Proposal information should be prepared to provide a straightforward, concise delineation of capacities to satisfy the requirements of the RFP and submitted with all **REQUIRED FORMS** identified in this RFP document.
- 1.8.1 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.
- 1.9 Any irregularities and/or lack of clarity in this RFP should be brought to the attention of WCSD's Purchasing Department for correction and/or clarification via email to: solicitations@washoeschools.net or submitted directly on the WCSD's Solicitations website at <https://solicitations.washoeschools.net/Purchasing> prior to the QUESTIONS DEADLINE identified on Page 1 of this RFP document.
- 1.10 Addenda/Amendment(s) issued may become an integral part of this RFP and are posted and available at:
- WCSD Solicitations website at <https://solicitations.washoeschools.net/Purchasing>
 - DemandStar at <https://www.demandstar.com> (*paid Membership required*)
- 1.10.1 It is strongly suggested that the Proposer acknowledge receipt of Addenda/Amendment(s) by signing and returning any Addenda/Amendment(s) with the proposal.

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- Proposers are responsible for obtaining any Addenda/Amendment(s).
 - Failure to submit a signed Addenda/Amendment(s) may result in rejection/disqualification of a Proposer's proposal.
- 1.10.2 If the Proposer is a paid member of DemandStar and has downloaded a solicitation document from DemandStar at www.demandstar.com, Proposer will electronically receive from DemandStar any Addenda/Amendment(s) issued.
- 1.11 An authorized representative of the Proposer's firm must sign where applicable on **EXHIBIT A** which is available for download at <https://solicitations.washoeschools.net/Purchasing>
- 1.11.1 **Any proposal will be disqualified and rejected if EXHIBIT A is not signed and included in the sealed proposal submission.**
- 1.11.2 WCS D only accepts signatures done manually (also known as a "wet" signature) or certified electronic digital signatures. Non-certified electronic digital signatures will NOT be accepted. A typed signature, even in a cursive font, does NOT meet the requirements of an official digital signature. A digital signature must be accompanied by a certified digital stamp issued through programs like Adobe Acrobat DC, Docu-Sign, or other similar programs that produce a digital stamp certifying the electronic digital signature. Signatures on the **REQUIRED FORMS** that do not meet these requirements will NOT be accepted and may cause the proposal to be deemed "NON-RESPONSIVE" and cause for rejection. If there are any questions about this requirement, please submit a question by the QUESTIONS DEADLINE (refer to Page 1), so that it can be answered before the proposal DUE DATE & TIME.
- 1.11.3 WCS D reserves the right to reject any proposal received, or any part thereof for any of, but not limited to, the following additional causes:
- A. Evidence of collusion among Proposers exists.
 - B. Proposer fails to meet any terms and conditions as specified in this RFP.
 - C. Evidence submitted by Proposer leads WCS D to believe that Proposer will be unable to carry out the obligations of any resulting contract of this RFP and complete the work/service described.
 - D. WCS D investigation determines that Proposer is not qualified to meet the obligations of the contract and complete the work described.
 - E. Cost of work/service exceeds budgetary constraints.
- 1.12 WCS D's payment terms are NET 30 after service(s) are rendered and in receipt of an accurate invoice. WCS D reserves the right to not pre-pay for products and/or service(s). WCS D is tax-exempt and does not pay state/local taxes, interest, or late fees.
- 1.12.1 The awarded Proposer(s) must allow for WCS D Procurement Card (PCard) purchases/orders/transactions.
- 1.13 Exceptions to any General and/or Special Terms, Conditions, and Specifications in this solicitation must be noted accordingly on **EXHIBIT A**.

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- 1.13.1 If more space is required to note exceptions than what is provided on **EXHIBIT A**, Proposer must attach additional pages referencing the solicitation title and solicitation number and submit **ALL pages with EXHIBIT A** with their proposal.
 - 1.13.2 If additional pages of documented "exceptions" are not included with the submitted proposal, those pages of documented "exceptions" **will not** be accepted after the DUE DATE & TIME of submission and will not be considered for proposal evaluation and award.
 - 1.13.3 Failure to note exceptions shall be interpreted to convey that the Proposer agrees to perform in the manner described and/or specified.
 - 1.13.4 WCSD reserves the right to accept or reject any exceptions if deemed to be in the best interest of WCSD.
 - 1.13.5 If there are any questions/inquiries about this requirement, Proposers are to submit their questions in writing via e-mail to solicitations@washoeschools.net or directly on WCSD's Solicitations website at <https://solicitations.washoeschools.net/Purchasing> by the QUESTION DEADLINE (refer to Page 1), so that they can be answered prior to the proposal DUE DATE & TIME (refer to Page 1).
 - 1.14 Proposer assumes all risks involved with the method of proposal delivery the Proposer chooses. WCSD assumes no responsibility for the Proposer's failure to deliver a proposal in accordance with this RFP.
 - 1.15 All proposals and accompanying documentation that are accepted by WCSD's Purchasing Department become the property of WCSD and will not be returned.
 - 1.16 Proposer shall provide with proposal, a completed and signed **EXHIBIT B** available for download at <https://solicitations.washoeschools.net/Purchasing>.
 - 1.16.1 Failure to submit a completed and signed **EXHIBIT B** with the proposal may be grounds for disqualifying the proposal from evaluation and award consideration.
 - 1.17 **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 WITHDRAWAL OF PROPOSAL
- 2.1 Proposals may be withdrawn by written notification delivered via e-mail to solicitations@washoeschools.net provided such notice is received prior to the DUE DATE & TIME identified on Page 1 of this RFP.
 - 2.2 A request for withdrawal of a proposal received after the DUE DATE & TIME will not be considered.
- 3.0 PROPRIETARY & CONFIDENTIAL INFORMATION
- 3.1 WCSD is a public entity as defined by state law and, as such, it is subject to the Nevada Public Records Law (Nevada Revised Statute, Chapter 239 (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.

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- 3.2 Proposers are advised that after a LETTER OF INTENT (Recommendation of Award) has been issued the complete content of all proposals will become public record, and nothing contained in the proposal will be deemed confidential unless deemed so by law.
- 3.3 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.
- 3.4 WCSO reserves the right to consider financial statements from privately held companies as confidential, but the separate, sealed envelope (refer to Section 1.1.4(C)) containing the financial statements must be marked "*CONFIDENTIAL*" for any consideration to be given.

4.0 FORMAL INTERVIEWS AND PRESENTATIONS

- 4.1 WCSO reserves the right to require, any or all, Proposers to attend an interview session and/or give a presentation or demonstration (either by virtual means or in-person) to gauge suitability to provide work/service and to illustrate their abilities to meet the requirements of this RFP.
- 4.2 If requested by WCSO, Proposers are to make their personnel available within (no less than) ten (10) business days of the request for formal interviews and presentations.
- 4.3 No cost allowance or per diem will be paid by WCSO for this requirement.
- 4.4 WCSO also reserves the right to recommend any Proposer for award from their evaluated and scored proposal without presentations and/or formal interviews if deemed to be in the best interest of WCSO.

5.0 GOVERNING LAW, COMPLIANCE WITH LAW, AND ATTORNEY FEES

- 5.1 Should there be any resulting contract of this RFP, the awarded Proposer agrees that the contract shall be governed by and construed in accordance with the laws of Nevada.
- 5.2 No action involving the proposal and/or resulting contract may be brought except in the federal courts located in Washoe County, Nevada, USA.
- 5.3 Proposer shall comply with all applicable federal, state, and local statutes, regulations, ordinances, or other legal requirements which apply.
- 5.4 All parties agree that in the event of a dispute, each party will bear its own costs of litigation and/or attorney's fees.

6.0 DISPUTE RESOLUTION

- 6.1 Any breach, controversy, or claim arising out of, related to the RFP, and/or any resulting contract of this RFP shall be settled by arbitration unless WCSO, at its sole option, rejects arbitration by so notifying Proposer.
- 6.2 If the WCSO rejects arbitration, the Proposer shall have thirty (30) days from the date of receipt of rejection to send notice to commence litigation of the work/service via a summons and complaint upon the WCSO.
- 6.3 Failure to effectively provide work/service to the WCSO within said time shall act as a bar to litigation of the claim, which was the subject of the request for arbitration.

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- 6.4 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.
- 6.5 The parties agree that an arbitrator may not award attorney's fees in any case.
- 6.6 Unless specifically stated herein, if there exists any conflict and/or inconsistency between terms set forth in this RFP, the awarded Proposer's response to this RFP, and any contract submitted by the awarded Proposer, the language in this RFP shall take precedence.

7.0 DEBARMENT, SUSPENSION, AND OTHER LEGAL MATTERS

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

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

- 7.2 If WCSD was required by NRS 332.039 to advertise for this RFP, then by way of a submitted signed proposal, the Proposer provides a written certification that the Proposer is not currently engaged in, and during any term of any resulting contract of this RFP, shall not engage in, a Boycott of Israel as outlined in NRS 332.065 (effective July 1, 2018). The term "Boycott of Israel" has the meaning ascribed to that term per NRS 332.065(5)(a).

7.3 Loss of Contract and/or Inability to Fulfill Requirements

- 7.3.1 If Proposer has had a contract 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 to WCSD's Purchasing Department.

- 7.3.2 WCSD shall evaluate the facts and at its sole discretion may reject the Proposer's proposal if the facts discovered indicate that the completion of any contract resulting from this RFP may be jeopardized by the 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 in the proposal.

8.0 NON-APPROPRIATION OF FUNDS

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

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- 8.2 WCSD would only exercise the FUNDING OUT CLAUSE above if WCSD is unable to appropriate the necessary funds to pay for the work/service under this RFP.
- 8.3 If WCSD is unable to appropriate the necessary funds to pay for the work/service under this RFP WCSD reserves the right to contract with another party for the same work/service immediately following the termination of a resultant contract specific to this RFP.
- 8.4 Should WCSD appropriate the funds at a later time, WCSD reserves the right to issue a new RFP for said work/service.

9.0 DEFAULT AND CONTRACT TERMINATION RIGHTS

- 9.1 In case of default by any awarded Proposer(s), WCSD reserves the right to impose any of the following actions:
 - A. Deduct any unpaid balance due to awarded Proposer(s).
 - B. Procure the service(s) and/or product(s) from another source.
 - C. Hold the defaulting Proposer(s) responsible for any excess cost occasioned thereby.
 - D. Assess a penalty equal to five percent (5%) of the total proposal price.
 - E. Commence proceedings against any surety held in conjunction with the proposal.
 - F. Prohibit Proposer(s) to submit proposals for a period of not less than one (1) year and no more than five (5) years.
 - G. Pursue other appropriate legal remedies.

10.0 TERMINATION OF CONTRACT

- 10.1 Any resulting contract from this RFP may be terminated in whole or in part by WCSD with or without cause without penalty or fee only after the contracted Proposer is given:
 - A. Not less than thirty (30) calendar days written notice of intent to terminate.
 - B. 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.

- 11.1 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 vendor. The original contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.

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

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

12.0 AMERICANS WITH DISABILITIES

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

13.0 INSTALLATION

- 13.1 If applicable, the awarded Proposer shall make good and to the satisfaction of WCSD any damage resulting from the work/service caused by any installation. Wherever, in these specifications, a specific brand, make, and/or model 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 the best interest of WCSD.

- 14.1 Any awarded Proposer shall, at the awarded their sole expense, procure, maintain, and keep in force for the duration of the contract insurance conforming to the minimum limits as specified in this solicitation.
- 14.2 Any awarded Proposer shall provide WCSD with a Certificate of Insurance (COI) form with Additional Insured Endorsement(s) affecting the coverage required.
- 14.3 The authorized Insurer(s) of any awarded Proposer(s) 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 nor shall they have no right of recovery or subrogation against WCSD.
- 14.4 Any required insurance shall be approved by WCSD and be in effect prior to the procurement of any service(s) and/or product(s) rendered by any awarded Proposer and shall continue in force as appropriate until the completion of the contract term.
- 14.5 An "ACORD 25 Certificate of Insurance Form" or a form substantially similar must be submitted by any awarded Proposer(s) to WCSD to evidence the insurance policies and coverages required.
- 14.6 The COI must be signed by a person authorized to bind coverage on behalf of any awarded Proposer(s). The COI must name WCSD as the "Certificate Holder" as follows:

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- 14.7 For 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 coverage shall contain no special limitations on the scope of protection afforded to WCSD, its officers, employees, agents, or volunteers.*
- 14.8 The COI shall state that if any of the described policies are canceled 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 any awarded Proposer(s) or the authorized Insurer(s) without a replacement COI being provided to WCSD during any valid term of the contract.
- 14.9 Upon renewal of the policies listed, awarded Proposer(s), or authorized Insurer(s) shall WCSD with replacement certificates.
- 14.10 All COIs and relative endorsements are to be received by awarded Proposer(s) and must be reviewed and approved by WCSD's Purchasing Department prior to the procurement of any product(s) and/or services to be rendered.
- 14.11 WCSD reserves the right to require awarded Proposer(s) to make available/check the wording of all required insurance policies at any time.
- 14.12 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 more than that awarded Proposer's insurance and shall not contribute to it in any way.
- 14.13 Failure of any awarded Proposer(s) 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 any term of the resulting contract of this RFP, the awarded Proposer providing work/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:
- Each Occurrence
 - Medical Expense
 - Personal & ADV Injury
 - General Aggregate
 - Products-Completed Operations Aggregate
- 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.

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16.0 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

- 16.1 If applicable to the work/services outlined in this RFP, During any valid term of this contract, including any subsequent renewals thereof, any awarded Proposer(s) shall maintain Automobile Liability Insurance with the following coverages (at minimum) through a licensed insurance carrier(s) and having a current A.M. Best rating of A-:VII or better to include:
- All owned autos
 - Non-owned autos (in use by Employees)
 - Hired autos
- 16.2 Limits shall not be less than one million dollars (\$1,000,000) per occurrence.

17.0 WORKER'S COMPENSATION COVERAGE

- 17.1 During any valid term of an awarded contract of this RFP, including any subsequent renewals thereof, any awarded Proposer(s) shall have and maintain Workers' Compensation coverage as required by law for the duration of the contract to include Employer's Liability Coverage (noted at Statutory Limits) with a minimum limit of one million dollars (\$1,000,000).

18.0 PROFESSIONAL LIABILITY INSURANCE

- 18.1 During the initial term of a resulting contract of this RFP and for any additional time specified by WCSD thereafter, including any subsequent renewals thereof, the awarded Proposer(s) shall maintain Professional Liability Insurance (Errors and Omissions) with minimum limits of at least one million dollars (\$1,000,000).
- 18.1.1 WCSD reserves the right to require a higher limit for service(s) that may constitute said requirement.
- 18.1.2 WCSD requires that Professional Liability Insurance include coverage for unintentional breach of contract.
- 18.1.3 Professional Liability Insurance may be proved under primary policies or by a combination of primary and excess policies.
- 18.1.4 Professional Liability is not covered under additional Umbrella Liability Insurance.

19.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

- 19.1 Any deductibles or self-insured retentions must be declared to and approved by the WCSD before any work/service is rendered and/or products procured. WCSD reserves the right to request additional documentation, financial or otherwise, prior to approving the deductibles and self-insured retentions before any work/service is rendered and/or products procured.
- 19.2 WCSD shall be notified of any changes to the deductibles or self-insured retentions made during any term of any resulting contract of this RFP or during any term of any policy.
- 19.3 It is understood that the awarded Proposer is responsible for and shall assume payment of all deductibles and/or self-insured retentions.

20.0 LICENSE AND CERTIFICATION

- 20.1 Proposers must be licensed and/or incorporated to do business in the State of Nevada.

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

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

21.0 VESTED INTEREST

21.1 Awarded Proposer cannot receive any benefits (directly or indirectly) and/or be party to other contracts that may emanate from recommendations, contracting actions, and or activities related to this RFP.

21.2 The only benefit the awarded Proposer may derive from this project is payment for rendered work/service, products procured specific to the work/service, and applicable deliverables as outlined in any resulting contract of this RFP, including identified deliverables in awarded Proposer's initial RFP response and subsequent written additions to the resulting contract of this RFP authorized/approved by WCSD.

21.3 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 and/or degree with the performance of work/services required under the resulting contract of this RFP.

21.4 Proposer covenants to its knowledge and ability that no person having any such interest shall be employed in performance of said work/service.

22.0 WARRANTY OF WORK/SERVICE

22.1 Proposer warrants that any work/service rendered under any resulting contract of this RFP 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 work/service rendered under any resulting contract of this RFP shall fulfill the requirements and intent of the entire contract inclusive of Proposer's proposal. If work/service fails to meet the requirements and/or is deemed to be inadequate in the judgment of WCSD, awarded Proposer shall re-perform the work/service and/or portion of the work/service that is unsatisfactory.

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

22.4 If applicable, Proposer is to provide information regarding any relevant manufacturer's warranty for any product(s) that may be provided as part of this solicitation. If the cost of a warranty is separate from the total proposed item price, the Proposer must provide the pricing of the warranty on **EXHIBIT C**, if applicable. The Proposer is responsible for providing details about the manufacturer's warranty with the bid submission. This should include the commencement and duration of the warranty, what parts and repairs are covered under the warranty, and the process for filing a claim under the warranty.

23.0 ASSIGNMENT

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

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- 23.2 Should a firm be acquired through formal purchase/acquisition by a Proposer that was awarded a contract resulting from this RFP, WCSD may grant permission for this type of assignment if the newly acquired firm submits financial documentation as outlined in Section 1.1.4 and those documents are reviewed in the same manner as the originally awarded Proposer.

24.0 CONFIDENTIAL TREATMENT OF INFORMATION

- 24.1 Proposer shall preserve any information obtained, assembled, and/or prepared in connection with the performance of any resulting contract of this RFP in the utmost professional confidence.

25.0 FORCE MAJEURE

- 25.1 Neither party shall be liable for failure and/or delay in performance under any resulting contract of this RFP, in whole or in part, to an act of God, including, but not limited to pandemics (e.g., COVID-19), epidemics, fire, naturally caused explosions and/or flood; employee/company strike, lockout and/or other labor dispute, civil commotion, human-caused explosions, and/or sabotage; acts of any government; unforeseen shortages and/or unavailability of fuel, power, transportation, raw materials and/or supplies; inability to obtain and/or delay in obtaining governmental approvals, permits, licenses and/or allocations; and any other causes which are not within either party's reasonable control, whether or not the cause is specifically identified above.
- 25.2 WCSD will not terminate any contract with the awarded/contracted organization that is unable to complete and perform the work/service due to FORCE MAJEURE.
- 25.3 WCSD maintains the ability and right to secure other suppliers to provide said work/services, temporarily, if deemed to be in the best interest of WCSD, until the awarded and contracted Proposer is able to return to said work/service and able to meet the requirements of any resulting contract of this RFP.

26.0 INDEMNIFICATION

- 26.1 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, damage, which arises from any work performed under any resulting contract of this RFP, if such injury, loss, and/or damage is due to the gross negligence and/or intentional misconduct of Proposer, any Sub-Proposer of Proposer, and/or any officer, employee, and/or agent of Proposer in the performance of work/service hereunder.
- 26.2 Proposer agrees to indemnify and hold WCSD harmless from any claim involving patent infringement and/or copyrights on goods supplied.
- 26.3 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, and/or damage which arises out of the work performed under any resulting contract of this RFP, if such injury, loss, and/or damage is due to the gross negligence and/or intentional misconduct of WCSD and/or any officer, employee, and/or agent of WCSD subject to the provisions of NRS 41, including, but not limited to NRS 41.035: Actions against certain officers and employees of political subdivisions for acts or omissions of other persons.

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26.4 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 and/or related statute.

27.0 INTELLECTUAL PROPERTY

27.1 Any drawings, written reports, and/or other works (works) made and/or provided to WCSD by Proposer shall be considered works for use and become the property of WCSD. Any such works shall not be stamped with the Proposer's proprietary markings.

28.0 NO THIRD-PARTY RIGHTS

28.1 Any resulting contract of this RFP is made for the benefit of WCSD and the awarded Proposer and not for any outside party.

29.0 NON-ENDORSEMENT

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

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

30.0 RECORDS

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

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

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

31.0 OTHER EXPENSES

31.1 In the event that WCSD agrees to pay for any of Proposer's expenses directly related to work/service and/or products relevant to this RFP, no overhead and/or profit shall be permitted.

31.2 Proposer shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by WCSD policies, regulations, and procedures for its employees at the time the reimbursement request(s) are made.

32.0 REFERENCES

32.1 Proposers are to provide a minimum of three (3) references (refer to Section 70.0 – Reference Form) which grants WCSD permission to contact the references listed and Proposers understand that any information gathered may be used in the evaluation of their proposal.

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32.2 References, including but not limited to currently employed WCSD staff, officials, Evaluation Committee members, or Board of Trustees will NOT be accepted.

33.0 PROPOSAL NEGOTIATIONS

33.1 WCSD may open negotiations with responsive Proposers prior to award. At its sole discretion, the WCSD reserves the right to award any resulting contract of this RFP without negotiation based upon written proposals.

33.2 WCSD reserves the right to accept any proposal that it deems most favorable to the WCSD, and to reject any or all proposals or any portion of any proposal submitted which is not in the WCSD's best interest.

34.0 RFP AND CONTRACT AWARD GUIDELINES

34.1 WCSD reserves the right to waive any minor informalities or irregularities in proposals and/or any resulting contract of this RFP in its best interest.

34.2 WCSD reserves the right to award a resulting contract of this RFP based on individual scope of work/service elements, groups of elements, or all elements to a single Proposer. Taking into consideration the specified evaluation criteria, WCSD will select the Proposer whose proposal is most advantageous to the WCSD.

34.3 Contractual commitments are contingent upon the availability of funds as evidenced by the issuance of a WCSD Purchase Order (PO).

34.4 Any additional contract 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.

34.5 Once awarded, this RFP and any resulting contract of this RFP will be the final expression of a contract between the parties and may not be altered, changed, and/or amended except by mutually approved and executed amendments.

34.6 Unless specifically stated herein, if there exists any conflict and/or inconsistency between terms set forth in this RFP document, the awarded Proposer's proposal, and any additional contract submitted by the awarded Proposer, the language in this RFP document shall take precedence unless otherwise approved by WCSD.

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

35.0 LETTER OF INTENT (RECOMMENDATION OF AWARD)

35.1 It is the responsibility of the interested Proposer to obtain the LETTER OF INTENT (Recommendation of Award) available for download at:

- WCSD Solicitations website at <https://solicitations.washoeschools.net/Purchasing>
- DemandStar at <https://www.demandstar.com> (*paid Membership required*)

35.2 Proposer may also obtain a copy of the LETTER OF INTENT (Recommendation of Award) by sending an email request to solicitations@washoeschools.net

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36.0 APPEAL BY UNSUCCESSFUL PROPOSER

- 36.1 Any unsuccessful Proposer (Appellant) may appeal the results in the solicitation's LETTER OF INTENT (Recommendation of Award) if they believe applicable provisions of the law were violated.
- 36.2 Appellant must submit a notice of protest to WCSD's Director of Procurement and Contracts no later than five (5) business days from when the LETTER OF INTENT (Recommendation of Award) is posted. 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.
- 36.3 Appellant shall submit with the notice of protest a 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, who will hold the bond or other security until a determination is made on the appeal. The bond shall be in the amount of twenty-five percent (25%) of the total dollar value of the Appellant's **EXHIBIT C**, up to a maximum amount of two hundred fifty thousand dollars (\$250,000).
- 36.4 If the Appellant is not satisfied with WCSD's Director of Procurement and Contracts' response, Appellant may then appeal to an appeals committee designated by WCSD.
- 36.5 If the Appellant is not satisfied with the appeals committee's response, the Appellant may then appeal to WCSD's Board of Trustees, who will render the final decision.
- 36.6 WCSD will postpone any award action until after WCSD's Board of Trustees renders a final decision. Appellant will not seek any type of judicial intervention until WCSD has rendered its final decision on the protest.
- 36.7 If an appeal is granted and a bond was required, the full amount of the posted bond will be returned to Appellant.
- 36.8 If the appeal is denied/not upheld, a claim may be made against the bond by WCSD for expenses suffered by WCSD as a result of the unsuccessful appeal.
- 36.9 WCSD is not liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by the Appellant in an appeal process.

37.0 SURETY

- 37.1 When a **surety** is required (refer to Page 1 for requirement), the surety must be submitted with the proposal. The surety shall be issued by a creditable surety company authorized to do business in the State of Nevada.
- 37.2 The surety shall be acceptable only in the form of a Bond, Performance Bond (if applicable) Certified Check, or Cashier's Check in the amount stated and made payable to:

Washoe County School District
RE: RFP # _____
The Brown Center – Purchasing Department
14101 Old Virginia Road, Room 0
Reno, Nevada 89521-8912

- 37.3 After formal award of this RFP has been made public, any submitted surety of the unsuccessful Proposer(s) shall be returned.

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37.4 Depending on the proposal requirements, the amount of surety shall not be less than five percent (5%) of the total proposal submitted.

37.5 Said amount to be forfeited to WCSD should Proposer, to whom the contract is awarded, fails to enter into the contract in accordance with this solicitation.

38.0 PERFORMANCE BOND

38.1 When a Performance Bond is required, the awarded Proposer shall agree to furnish WCSD with a Performance Bond in the amount equal to one hundred percent (100%) of the total amount of the proposal award for the initial term of the contract.

38.2 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.

38.3 The Performance Bond shall be conditioned upon the awarded Proposer's full performance of the work/service, in accordance with the plans, specifications, terms, and conditions of the award of RFP.

38.4 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 proposal for the renewal term.

39.0 PENALTIES

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

40.0 SEVERABILITY

40.1 If a competent court or arbitrator holds any of the terms, covenants, provisions, and contracts contained herein invalid, illegal, and/or unenforceable, any resulting contract of this RFP shall be interpreted as if such invalid terms, covenants, provisions, and/or contracts were not contained herein, and the remaining provisions shall be valid and enforceable.

41.0 USAGE REPORT

41.1 When requested by WCSD, the awarded Proposer(s) will be responsible for compiling usage reports for any time period covered under the contract including, but not limited to product/service name, description, quantities ordered, invoice number, and invoiced pricing.

41.2 Usage reports are to be received within seventy-two (72) hours of request and sent via email to purchasing@washoeschools.net noting in the email "Subject" line the following:

➤ **USAGE REPORT FOR RFP # _____**

END OF GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

42.0 SCOPE OF WORK/SERVICES

42.1 WCS D is soliciting interested and qualified organization(s) to provide WAN services on a districtwide 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 WCS D policies and regulations, Nevada state law, and with the regulations and orders governing the E-Rate program (formally known as the Schools and Libraries Universal Service Support Mechanism) set forth in 47 C.F.R. Part 54.

42.2 The following EXHIBITS are included and considered part of this RFP:

- ❖ **EXHIBIT D E-RATE SPIN # INFORMATION SHEET (REQUIRED FORM):** This spreadsheet is to be used by Proposer to establish pricing based on per site and per port speed identification.
- ❖ **EXHIBIT E Material, Water and Lead Disturbance Permit:** This exhibit is for information only. A signed site-specific MDP will only be required of the awarded Proposer if applicable to implementation and construction of project.

43.0 TERM OF AGREEMENT, IMPLEMENTATION, AND CONSTRUCTION DEADLINES

43.1 It is the intent of WCS D to award a contract to one (1) Proposer for an initial term of three (3) years following formal award by WCS D’s Board of Trustees with two (2) optional one (1) year renewal terms, providing the RFP terms, conditions, and pricing remain unchanged. WCS D reserves the right to award this RFP to multiple Proposers if deemed to be in its best interest.

43.2 **ALL required design, implementation and construction must be completed on or before July 1, 2026** 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.

43.3 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.

43.3.1 Proposer shall agree that WCS D (also referred to as the “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.

44.0 PRICE ADJUSTMENT / COST ESCALATION

44.1 Pricing provided by Proposer shall not increase during the initial 3-year contract term.

44.2 WCS D may allow for a price increase or decrease after the first six (6) months of the initial term, at the time of a renewal, or after six (6) of the renewal term. Any such price increase or decrease will be based on the Consumer Price Index (CPI) Western Zone as reported by the U.S. Bureau of Labor Statistics online at: <https://www.bls.gov/cpi>. Only the percentage change, whether it is an increase or decrease, between the then-current price and the CPI change for the applicable time period will be granted.

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45.0 E-RATE REQUIREMENTS

- 45.1 USF Knowledge – Proposer shall have a working knowledge of the E-Rate program (formally known as the Schools and Libraries Universal Service Support Mechanism).
- 45.2 USF Registration – Proposer shall include with its proposal a valid Service Provider Identification Number (SPIN) and a valid Federal Communications Commission Registration Number (FCCRN).
- 45.3 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.
- 45.4 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.
- 45.5 USF Audit and Document Retention Requirement – Proposer shall maintain all quotes, RFPs, correspondence, records, delivery information, bills, invoices, memoranda, related contracts, 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.
- 45.6 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.

46.0 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 5, 2025
Deadline for Submitting Questions <i>(via email)</i>	December 18, 2025 by 4:30 p.m. (local time)
Addendum for Q & A Posted	December 29, 2025
Sealed Proposals Due/Open	January 21, 2026 by 2:00 p.m. (local time)
Formal Interviews & Presentations of Finalists*	February 2, 2026 OR February 3, 2026
Letter of Intent & Recommendation of Award Posted	February 25, 2026
Award of RFP by WCSD Board of Trustees	March 10, 2026
Notice of Award	March 11, 2026

** 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.*

47.0 PERMIT REQUIREMENTS, CONSTRUCTION & CONTRACTOR SPECIAL TERMS AND CONDITIONS

- 47.1 Awarded Proposer (also referred to as the "Contractor") 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 the contract.
- 47.2 If applicable, the awarded Proposer needs to be aware of all permit requirements and construction policy/procedures that are administered and monitored through WCSD's Capital Projects Department and Facilities Management Department including, but not limited to the following:

- ❖ TIME OF COMPLETION

As stated in Section 43.2, **all required design, implementation and construction must be completed on or before July 1, 2026** 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.

❖ BUILDING CODES

All work in the contract shall strictly comply with local, county, and state ordinances and laws 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

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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 the contract void.

❖ STATUTE

All applicable provisions of NRS 338 and when applicable NRS 332, shall apply to the 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.

48.0 CONTRACTOR RESPONSIBILITIES AND EXISTING BUILDING AND CONDITIONS

- 48.1 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.
- 48.2 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.
- 48.3 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.
- 48.4 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.
- 48.5 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.
- 48.6 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 WCSSD Construction Project Manager immediately. Contractor shall not proceed with work in area of any leaks until directed by WCSSD 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 WCSSD.
- 48.7 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 WCSSD.

49.0 EMPLOYEE REGULATIONS

- 49.1 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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- 49.2 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.
- 49.3 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.
- 49.4 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.

50.0 MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS

- 50.1 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.

51.0 REFERENCE TO SPECIFICATIONS AND TRADE NAMES

- 51.1 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.

52.0 GUARANTEE

- 52.1 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.

53.0 QUALITY ASSURANCE

- 53.1 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.

54.0 OTHER PROJECTS

- 54.1 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.

55.0 CHECKLIST FOR PROPOSAL FORMAT AND REQUIREMENTS

- Provide a complete Table of Contents.

- REQUIRED FORMS (EXHIBITS A, B, C, and D)** along with the **Reference Form** (Section 63.0) included in this solicitation document must be submitted with the proposal or the proposal may be rejected.
 - Should Proposer fail to sign **EXHIBIT A** the proposal will be disqualified/rejected.
 - 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 63.0.

- If applicable, provide any information related to Loss of Agreement and/or Inability to Fulfill Requirements (Section 7.3).

- 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 Criterion A; Section 57.0):

As instructed in Section 1.1.4, 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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56.0 [INTENTIONALLY LEFT BLANK]

57.0 EVALUATION CRITERIA

Evaluation Criteria A through G 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) (Refer to Section 1.1.4)

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 (refer to Section 58.0)

C. CUSTOMER / NETWORK SUPPORT AND SYSTEM MAINTENANCE REQUIREMENTS (refer to Section 59.0)

D. COMMUNICATION & REPORTING REQUIREMENTS (refer to Section 60.0)

E. BILLING AND SERVICE TRACKING REQUIREMENTS (refer to Section 61.0)

F. PROPOSER HISTORY AND PERSONNEL EXPERIENCE REQUIREMENTS (refer to Section 62.0)

G. COST/FEE STRUCTURE – EXHIBIT C PRICE SCHEDULE/SPECIFICATION FORM (refer to Section 63.0)

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

58.1 Technical Requirements

- A. The proposed network physical interfaces shall be 10/100/1000 BASE-T via RJ-45 connector or 100GBASE-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, 2.5 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.
- 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).

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- 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 o 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.
- 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

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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.

58.2 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.

58.3 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.

59.0 CUSTOMER SUPPORT AND TRAINING, NETWORK SUPPORT, AND SYSTEM MAINTENANCE REQUIREMENTS (Evaluation Criterion C)

59.1 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

59.2 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.

59.3 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.

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

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- 59.5 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.
- 59.6 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.
- 59.7 The proposed network must provide full maintenance for contract duration on provided services to the designated MPOE at each WCSD location.
- 59.8 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.
- 60.0 COMMUNICATION & REPORTING REQUIREMENTS (Evaluation Criterion D)
- 60.1 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.
- 60.2 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.
- 60.3 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.
- 60.4 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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61.0 BILLING AND SERVICE TRACKING REQUIREMENTS (Evaluation Criterion E)

- 61.1 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.
- 61.2 The Proposer must provide CD-ROM or DVD for billing and CSR.
- 61.3 The Proposer must provide sample bills and CSR with the response to this RFP.
- 61.4 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.

62.0 PROPOSER'S HISTORY AND PERSONNEL EXPERIENCE REQUIREMENTS (Evaluation Criterion F)

- 62.1 Provide an organizational chart showing the structure of the team and the key personnel to be assigned to projects.
- 62.2 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.
- 62.3 Clearly identify any proposed staffing levels based on project size and complexity and include a brief synopsis of experience or reference to included resumes.
- 62.4 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.
- 62.5 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.
- 62.6 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.
- 62.7 Provide description of the division of Proposer's organization that provides these services.
- 62.8 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.

63.0 COST/FEE STRUCTURE – EXHIBIT C PRICE SCHEDULE/SPECIFICATION FORM (Evaluation Criterion G)

As instructed in Section 1.2, Proposer must:

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

*******END OF SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS*******

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REFERENCE FORM
Sections 64.0

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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❖ **ALL REQUIRED FORMS SPECIFIC TO THIS SOLICITATION (LISTED BELOW) ARE AVAILABLE ON WCSD'S PURCHASING (NON-CAPITAL) SOLICITATIONS WEBSITE AT:**

<https://solicitations.washoeschools.net/Purchasing>

❖ **EXHIBIT A – SIGNATURE PAGE (REQUIRED FORM)**

If the SIGNATURE PAGE, which is a REQUIRED FORM, is submitted without an authorized signature, the submission will be rejected in its entirety.

➤ **EXHIBIT B – VENDOR/CONTRACTOR PUBLIC DISCLOSURE FORM (REQUIRED FORM)**

Is to be completed, signed, and submitted with the proposal submission.

➤ **EXHIBIT C – PRICE SCHEDULE/SPECIFICATION FORM (REQUIRED FORM)**

Must be completed and submitted with the proposal submission.

➤ **EXHIBIT D – E-RATE SPIN # INFORMATION SHEET (REQUIRED FORM)**

Must be completed and submitted with the proposal submission.

➤ **EXHIBIT E – MATERIAL, WATER AND LEAD DISTURBANCE PERMIT (INFORMATION ONLY)**

Must be completed and submitted with the proposal submission

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MATERIAL DISTURBANCE PERMIT INFORMATION
(UPDATED AS OF FEBRUARY 2021)

NOTE: Any questions regarding the MDP requirements of this solicitation must be submitted in writing via email to solicitations@washoeschools.net or directly on the WCSD Solicitations website at <https://solicitations.washoeschools.net/Purchasing>.

The building Material Disturbance Permit (MDP) is a WCSD document that identifies asbestos and lead site-specific information, and it is issued by the Environmental, Safety, and Assessment (ES&A) Department. A site-specific MDP is required for each project. Each project and facility require a separate MDP because each facility has specific information and direction regarding asbestos and lead, as each facility is different in that regard. The MDP is to be requested by the Project Manager, or appointed WCSD representative, in accordance with current MDP requirements. No work or related project services can be performed by the awarded Bidder/Contractor in WCSD without a site specific MDP.

I. WATER SYSTEM DISTURBANCE

Improper closing of valves and other improperly conducted disruptions to WCSD facilities can result in cross connections and back siphoning of chemicals and other contaminants into the water supply. Since these disturbances are very important, WCSD has added a water system disturbance section to the MDP. Work, as a part of this contract, 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 Appendix section of the Material, Water and Lead Disturbance Permit for any work impacting a facility water system.

The Contractor shall carefully comply with all requirements of the Material, Water, and Lead Disturbance Permit, and shall be aware of this process prior to bid 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.

The Contractor shall be responsible for all costs incurred by WCSD, including the 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.

II. ASBESTOS

WCSD has approximately 60% of its facilities that contain asbestos-containing materials. Contractors performing disturbances to asbestos-containing materials must be properly licensed and trained per the EPA AHERA regulation, as well as other federal, state, and local regulations.

Since so many of the facilities contain asbestos, minor construction activities often will involve the disturbance of materials which contain asbestos. These projects may involve "small scale-short duration" asbestos disturbances also termed "Attachments and Penetrations" to non-friable materials. As a part of this contract, the awarded Contractor will be required to include Attachments and Penetrations into the scope of each project.

A. Asbestos and the Material Disturbance Permit

The Contractor shall carefully comply with all the items of the Building Material Disturbance Permit (MDP) and shall review the permit and become familiar with its contents prior to bid preparation and any construction.

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Once an MDP Request is received for a specific project, building materials that have been identified as being disturbed during construction, and/or demolition, will have been tested for the presence of asbestos. These materials will be identified as asbestos-containing or non-asbestos-containing on the building MDP(s) by WCSD's AHERA Management Planner. The MDP must be referred to before any work commences. No outside asbestos sampling of building materials, by the Contractor or a Contractor hired asbestos consultant, is allowed.

All 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 WCSD. If any material is encountered that is not listed on the MDP, it shall immediately be brought to the attention of the Project Manager 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 Subcontractor/s, WCSD will immediately hire a third-party asbestos consultant to investigate possible asbestos contamination, and an asbestos Contractor to perform any recommended clean-up.

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

B. Asbestos Abatement (removal of an asbestos material)

Attachments and Penetrations does not include the removal (other than drilling holes) of asbestos containing materials. Any removal of asbestos-containing materials is not an "Attachment and Penetration" activity, but rather an abatement, and any abatement of asbestos materials must be designed by an EPA AHERA certified Asbestos Project Designer. Any abatement project's design will be the responsibility of WCSD to design and provide abatement specifications. Asbestos abatement (removal) must be conducted by an asbestos abatement Contractor, which will be supervised by WCSD and/or a WCSD hired asbestos abatement consultant. The abatement costs will be included into the scope of each project.

i. Asbestos – Attachments and Penetrations

Attachments and Penetrations, for the purpose of this document, is the drilling of holes, installing/removing screws, installing anchors, nails, and staples in non-friable asbestos-containing materials, in which the disturbance may release asbestos fibers. Attachments and Penetrations are minor disturbances that are normal activities such as installing conduits, mounting boxes or brackets, and removing equipment anchors from asbestos containing materials. The MDP will identify which materials at a specific site can be disturbed, and the minimum requirements to perform an asbestos disturbance.

ii. "Small Scale-Short Duration" – WCSD Attachment and Penetration Procedures

WCSD Attachment and Penetration Procedures that the Contractor must utilize, when identified as being required in the MDP, are available from the Project Manager. The Contractor shall submit a WCSD Attachment and Penetration Procedures to the Project Manager. The Project Manager will submit the documents to the ES&A Department for approval.

The Contractor can add additional requirements, but nothing required in the MDP and WCSD Attachment and Penetration Procedures may be omitted. The Contractor must submit the Attachment and Penetration Procedure to the Project Manager to get ES&A

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approval of these documents prior to any disturbance. The ES&A Department will notify the Contractor upon approval of these documents.

Once the approval of WCSD Attachment and Penetration Procedure and training certificates is received, the Contractor may schedule the disturbance, but must notify the ES&A Department immediately prior to disturbing the asbestos-containing materials. The Contractor shall provide this notice by calling the ES&A Attachment and Penetration hotline at (775) 325-8490, follow the directions, and leave a message. ES&A Department personnel, Project Managers, Assistant Project Managers/PCI's, and other district personnel may conduct site visits to ensure compliance with the Contractor's submitted and approved procedures.

iii. Asbestos Training Certificates – Abatement

Abatement of asbestos-containing materials, as allowed and identified in the MDP, will be done by an Asbestos Abatement Contractor, with workers that have a minimum of 32-hour AHERA asbestos training (Asbestos Worker), and supervised by an abatement supervisor with 40-hour AHERA asbestos training (Contractor/Supervisor). Workers and supervisors must also get an annual refresher certificate if the original training is greater than one year old. Contractor training certificates will be submitted to the Project Manager at least two weeks prior to the start of the project. The ES&A Department will review the submitted training documentation, verify certificates as required, and approve the abatement workers and supervisors, so they can work on the assigned WCSD project. No one that has not been approved by the ES&A Department is authorized to perform any asbestos disturbances within WCSD.

New workers added after the start of the project, will be approved by the ES&A Department within one 8-hour work period of the standard Monday thru Friday work schedule. Certification submittal will be serviced by the ES&A Department on a first come, first served basis. Delays reviewing the documentation will be anticipated and considered on any abatement schedule developed, and asbestos workers and supervisors will not be allowed to work in any way on that project until the documentation has been reviewed and approved.

iv. Asbestos Training Certificates – Attachment and Penetration

Contractors performing "Attachment and Penetration" work on non-friable asbestos-containing materials, as allowed, and identified in the MDP, will be required to have a minimum of 16 hours of AHERA asbestos training (Operations and Maintenance, or O&M), as well as an annual refresher certificate if the original training is greater than one year old. Contractor training certificates will be submitted to the Project Manager at least two (2) weeks prior to the start of the project. The ES&A Department will review the submitted training documentation, verify certificates as required, and approve the Attachment & Penetration technicians, so they can work on the assigned WCSD project. No one that has not been approved by the ES&A Department is authorized to perform any asbestos disturbances within WCSD.

New workers added after the start of the project, will be approved by the ES&A Department within one 8-hour work period of the standard Monday thru Friday work schedule. Certification submittal will be serviced by the ES&A Department on a first come, first served basis. Delays reviewing the documentation will be anticipated and considered on any Attachment and Penetration schedule developed, and Attachment and Penetration technicians will not be allowed to work in any way on that project until the documentation has been reviewed and approved.

v. Asbestos Air Sampling, Respiratory Protection, and Protective Suits

Asbestos personal air sampling is required during any asbestos disturbance. Asbestos air sampling results will be supplied to the ES&A Department, and the Project Manager, within 48 hours of the completion of a disturbance. Laboratory results will be emailed directly to the ES&A Department from the laboratory providing analysis. Handwritten results will not be allowed. Regardless of air sampling results, Contractors will not be allowed to submit a Negative Exposure Assessment so that they can discontinue the use of respirators and personal protective suits. WCSD reserves the right to require this requirement, to reduce the long-term exposure liability from Contractors and workers, which have disturbed this WCSD's asbestos materials.

If training certificates are issued for a class, those training certificates need to be submitted. Wallet cards will not be accepted as a training certificate unless no training certificate is provided by the training provider. In order for a wallet card to be accepted, the Contractor will supply a letter from the training provider stating that no training certificate was provided, and only wallet cards were supplied to attendees. Wallet cards are less desirable due to the small size and mitigate the ability to clearly read and verify all the information on the card. Contractors are encouraged to request a full size 8 1/2" x 11" training certificate from the training providers.

III. LEAD PAINTS, COATINGS, CERAMIC TILE, AND LEAD-CONTAINING MATERIALS IN WCSD FACILITIES

A. Lead-containing paints, coatings, ceramic tile, and lead materials are present in WCSD facilities.

Vendors/Contractors that disturb lead-containing or potentially lead-containing paints, coatings, ceramic tile, and lead-containing materials, by law, are required to know all applicable regulations, and comply with all state and federal regulations that apply to the disturbances to lead-containing paints, coatings, ceramic tile, and lead-containing materials they are conducting. The regulations that are recommended by WCSD for a Contractor to be properly trained and knowledgeable related to lead disturbances, includes, but is not limited to, the following:

- OSHA Regulation CFR 1926.62 – Lead & Appendix A, B, C, and D – Lead Construction Standard
- OSHA Regulation CFR 1910. 1025 - Lead & Appendix A, B, C, and D – General Industry Standard
- EPA, 40 CFR Part 745 – Lead; Renovation, Repair, and Painting Regulation.

B. Lead and the Material Disturbance Permit

The Contractor shall carefully comply with all items of the Building Material Disturbance Permit (MDP) and shall review the permit and become familiar with its contents prior to bid preparation and any construction.

Once an MDP request is received for a specific project, building materials that have been identified as being disturbed during construction, and/or demolition, will have been tested for the presence of lead. These materials will be identified as lead- containing or not lead-containing on the building MDP(s) by WCSD's ES&A staff. The MDP must be referred to before any work commences. No outside lead sampling of building materials, by the Contractor or a Contractor hired lead consultant, is allowed.

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All lead-containing materials must be handled by contractors and/or individuals trained and certified to perform lead disturbances. No lead-containing materials shall be disturbed prior to authorization from WCSD. If any building material listed in the disturbance permit as lead-containing are improperly disturbed, in the opinion of WCSD, by the Contractor or Subcontractor, WCSD will immediately hire a third-party lead consultant to investigate possible lead contamination, and a lead removal Contractor to perform any recommended clean-up.

The Contractor shall be responsible for all costs incurred by WCSD, including the consultant, sampling and testing, clean-up, replacement of the affected equipment, materials, etc., and any legal action that may result from a lead contamination incident caused by the Contractor or Subcontractors.

Vendors/Contractors accept and acknowledge, by signing the MDP, the existence of lead related regulations, and accept all liability related to the disturbance of lead-containing materials, citations resulting from, or any other costs WCSD may incur by the action of all parties of the Vendor's company or companies hired by the awarded Vendor to complete this project.

i. Construction Age of Buildings in WCSD

At the conception of adding lead information to MDPs, it was thought that lead-containing paints, coatings, and ceramic tile were much more likely to be present on more surfaces in WCSD's older facilities. However, recent sampling has shown lead containing paints, coatings and ceramic tiles DO routinely exist, even in its newest facilities. Due to that finding, the age of buildings is not as important as was originally thought. WCSD is still providing construction date information in MDPs because lead-based paint >5000 ppm is much less likely in facilities built after 1978.

ii. Pre – 1978 WCSD Buildings

Paint and coating sampling have shown that paints and coatings contain some levels of lead in the Districts' Pre-1978 facilities. Therefore, all persons performing any disturbance to coatings or paints in its Pre-1978 constructed facilities must utilize lead safe work practices. In addition, any person performing any disturbance to paints, coatings, ceramic tile, and lead-containing materials must have taken an OSHA lead action level training class from a WCSD ES&A Department approved training provider. If identified as lead-containing, the Contractor will be required to perform all disturbances as per the MDP, WCSD provided lead specification, and all local, state, and federal regulations.

iii. Post – 1978 WCSD Buildings

While it was originally thought that paints and coatings on materials other than metal surfaces and ceramic tile typically did not contain lead in WCSD post – 1978 constructed facilities, sampling has shown that is not the case. The MDP will provide specific historical sampling that has been conducted in WCSD facilities. If past sampling has shown the presence of lead-containing paints and coatings in the facility, the Contractor will be required to treat all painted and coated surfaces as lead-containing. If identified as lead-containing, the Contractor will be required to perform all disturbances as per the MDP, WCSD provided lead specification, and all local, state, and federal regulations.

The MDP will state all buildings identified above were constructed after 1978. While it was originally thought that paints, coatings, and ceramic wall tiles are less likely to contain lead in newer WCSD facilities, recent sampling has shown that lead-containing paints, coatings, and ceramic tiles DO routinely exist, even in its newest facilities. Due to that finding, Contractors must treat all paints, coatings, and ceramic tile as lead-

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containing unless WCSD project sampling has proven otherwise, and it will be deemed negative within the MDP and the project scope. The Vendor/Contractor must comply with all lead-containing or assumed lead-containing paint and coating disturbance instructions and requirements listed in the MDP, WCSD provided lead specifications, and all local, state, and federal regulations, unless the material has been proven, to the satisfaction of WCSD, that said materials do not contain lead.

iv. Lead Removal (The removal of a lead-containing material)

Attachments and Penetrations do not include any removal, demo, welding, sanding, abrading, sandblasting, cutting, grinding, heating, and torch cutting of lead-containing materials, and are not an "Attachment and Penetration" disturbance. These activities must be designed by an EPA Certified Lead Consultant. The project's design for the above-listed activities will be the responsibility of WCSD to design and provide the specs as a part of this bid package. Lead activities listed above must be conducted by a lead removal Contractor, which will be supervised by WCSD and/or WCSD hired EPA Certified Lead Consultant. The lead activities costs will be included in the scope of each project.

v. Lead Attachments and Penetrations

Attachments and penetrations, for the purpose of this document, are the drilling of holes, installing/removing screws, and installing anchors, nails, and staples, in which the disturbance may release lead dust. Attachments and Penetrations are minor disturbances that are normal activities such as installing conduits, mounting boxes or brackets, and removing equipment anchors from lead-containing materials. The MDP will identify which materials at a specific site can be disturbed, and the minimum requirements to perform a lead disturbance.

vi. Lead Safe Work Practices – WCSD Attachment and Penetration Procedures

WCSD Attachment and Penetration Procedures that the Contractor must utilize, when identified as being required in the MDP, are available from the Project Manager. The Contractor shall submit WCSD Attachment and Penetration Procedures to the Project Manager. The Project Manager will submit the documents to the ES&A Department for approval.

The Contractor can add additional requirements, but nothing required in the MDP and WCSD Attachment and Penetration Procedures may be omitted. The Contractor must submit the Attachment and Penetration Procedure to the Project Manager to get ES&A approval of these documents prior to any disturbance. The ES&A Department will notify the Contractor upon approval of these documents.

Once the approval of WCSD Attachment and Penetration Procedure and training certificates is received, the Contractor may schedule the disturbance but must notify the ES&A Department immediately prior to disturbing the lead-containing materials. The Contractor shall provide this notice by calling the ES&A Attachment and Penetration hotline at (775) 325-8490, following the directions, leave a message. ES&A Department personnel, Project Managers, Assistant Project Managers/PCIs, and other district personnel may conduct site visits to ensure compliance with the Contractor's submitted and approved procedures.

vii. Lead Training Certificates – Removal and Attachments and Penetrations

The health and safety of all occupants of WCSD facilities is the number one priority of WCSD. To that end, technicians performing disturbances to lead-containing materials must have adequate training. Contractors performing lead disturbances, as allowed, and identified in the MDP, will be required to have a minimum of "OSHA Lead Action Level" training, as well as an annual OSHA Lead Action Level training certificate if the original training is greater than one year old, before being approved to perform lead disturbances. OSHA Lead Action Level training will be conducted in accordance with OSHA 1926.62(I)(2)(i) thru (viii) and all required topics identified in this standard will be completed to include:

- 1926.62(I)(2)(i) The content of this standard and its appendices.
- 1926.62(I)(2)(ii) The specific nature of the operations could result in exposure to lead above the action level.
- 1926.62(I)(2)(iii) The purpose, proper selection, fitting, use, and limitations of respirators.
- 1926.62(I)(2)(iv) The purpose and a description of the medical surveillance program, and the medical removal protection program including information concerning the adverse health effects associated with excessive exposure to lead (with particular attention to the adverse reproductive effects on both males and females and hazards to the fetus and additional precautions for employees who are pregnant).
- 1926.62(I)(2)(v) The engineering controls and work practices associated with the employee's job assignment including training of employees to follow relevant good work practices described in Appendix B of this section.
- 1926.62(I)(2)(vi) The contents of any compliance plan in effect.
- 1926.62(I)(2)(vii) Instructions to employees that chelating agents should not routinely be used to remove lead from the bodies and should not be used at all except under the direction of a licensed physician; and
- 1926.62(I)(2)(viii) The employee's right of access to records under 29 CFR 1910.20.

Certificates of Training showing that technicians have successfully completed an OSHA Lead Action Level course and are required to be properly submitted and approved by WCSD's ES&A Department prior to any Contractor's technician performing any disturbances to lead-containing or assumed lead-containing paints or coatings, or any other lead-containing materials. The training certificate must have "OSHA Lead Action Level Training" clearly identified on the training certificate and should have a sentence that states that the training topics covered in the class meet or exceed the training topics of OSHA 1926.62(I)(2)(i) thru (viii).

If training certificates are issued for a class, those training certificates need to be submitted. Wallet cards will not be accepted as a training certificate unless no training certificate is provided by the training provider. In order for a wallet card to be accepted, the Contractor will supply a letter from the training provider stating that no training certificate was provided, and only wallet cards were supplied to attendees. Wallet cards

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are less desirable due to the small size and mitigate the ability to clearly read and verify all the information on the card. Contractors are encouraged to request a full-size 8 1/2" x 11" training certificate from the training providers.

It is important that Contractor's planning on doing the lead work within WCSD become familiar with the lead training requirements and spend the time confirming that the lead classes being taken are truly an OSHA Lead Action Level course, and not a lead awareness course as identified above. Many training providers have differing training class titles on the lead classes, but only training certificates that are noted as above will be accepted to fulfill the listed WCSD's training requirements. Contractors requiring training are responsible in providing the training providers a clear understanding of what training is required.

Full Lead worker initial and annual training certificates that comply with adjacent state requirements for lead worker certification, will be accepted in lieu of the OSHA Lead Action Level training certificate, as long as they are titled "Lead Worker" and then accompanied with a letter from the training provider certifying that the topics identified in OSHA 1926.62(I)(2)(i) thru (viii) were covered in that class. Contractors are responsible with ensuring and verifying training certificates meet the above listed requirements. Training certificates that do not have "OSHA Lead Action Level or Lead Worker" will not be accepted or submitted.

Contractor training certificates will be submitted to the Project Manager at least two weeks prior to the start of the project. The ES&A Department will review the submitted training documentation and must pre-approve workers so they can work on the assigned WCSD project. No one that has not been approved by the ES&A Department is authorized to perform any lead disturbances.

New workers added after the start of the project, will be approved by the ES&A Department within one 8-hour work period of the standard Monday thru Friday work schedule. Certification submittal will be serviced by the ES&A Department on a first come, first served basis. Delays reviewing the documentation will be anticipated and taken into account on any Removal or Attachment and Penetration schedule developed, and Removal and/or Attachment and Penetration technicians will not be allowed to work in any way on that project until the documentation has been reviewed and approved.

viii. Renovation, Repair and Painting Regulations (RR&P) - 40 CFR Part 745.81

Effective April 22, 2010, contractors will be required to be trained and registered with the EPA to conduct regulation applicable renovations, repairs, and painting (RR&P) in all elementary schools or child occupied WCSD facilities constructed prior to 1978 when lead-based paints and coatings are being disturbed. Contractors are reminded that there are some childcare facilities in middle and high school locations, and the RR&P would apply at those locations as outlined in the RR&P regulation requirements.

In general, all firms that disturb 6 square feet of lead-based painted surface per room on the interior, or 20 square feet on the exterior, within a 30-day period in this facility, must comply with the EPA's Renovation, Repair and Painting (RR&P) regulation and must be registered with the federal EPA. Per the Regulation, the area of disturbance is calculated, by adding up the entire surface areas being removed/disturbed, which then determines the amount of painted surface area disturbed. Work that involves window replacement or demolition of a painted surface, the EPA RR&P regulation applies regardless of size if lead-based paint is present.

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WCSD requires all workers in RR&P projects involving lead disturbances to have, at a minimum, OSHA lead action level training. This regulation also requires that the Contractor must assign an EPA RR&P certified renovator that is responsible for ensuring and documenting all work is conducted in compliance with the EPA RR&P regulation. There are extensive record keeping and notification requirements that the Contractor must perform. All workers with the minimum OSHA lead action level training, but are not EPA RR&P certified renovator trained, must be trained, and supervised by the EPA RR&P certified renovator.

On a RR&P project, Contractors must have a minimum of one EPA RR&P certified renovator on-site that has successfully attended and passed an 8-hour EPA accredited renovator training course before working in any elementary schools or child occupied WCSD facilities constructed prior to 1978. The renovator's training certification must remain current. Recertification requirements through the attendance of refresher courses are a requirement of this regulation. The renovator must be on-site throughout the project. The certified renovator is responsible for ensuring that lead safe work practices are utilized per this EPA RR&P regulation, as well as per all WCSD lead requirements and policies that may be more stringent than the EPA and OSHA regulations.

The EPA RR&P regulation requires that personnel disturbing lead containing materials utilize lead safe work practices as identified in the EPA guidance document titled "Steps to Lead Safe Renovation, Repair and Painting", pages 12 through 23.

This document is available electronically at: https://www.epa.gov/sites/default/files/2013-11/documents/steps_0.pdf.

The Contractor shall submit lead safe work practice procedures, and all RR&P and OSHA lead action level training certificates to the Project Manager at least two weeks prior to the start of the project. The ES&A Department will review the submitted training documentation and must pre-approve workers so they can work on the assigned WCSD project. No one that has not been approved by the ES&A Department is authorized to perform any lead disturbances.

New workers added after the start of the project, will be approved by the ES&A Department within one 8-hour work period of the standard Monday thru Friday work schedule. Certification submittal will be serviced by the ES&A Department on a first come, first served basis. Delays reviewing the documentation will be anticipated and taken into account on any RR&P project schedule developed, and EPA RR&P certified renovators and workers will not be allowed to work in any way on that project until the documentation has been reviewed and approved.

This is a general overview of the regulation and the Contractor must refer to the regulation for additional requirements and information. Fines are expensive and are levied toward the Contractor not WCSD, so compliance with this regulation is very important, and it is important that Vendors/Contractors are well versed in this regulation.

ix. Lead Air Sampling, Respiratory Protection and Protective Suits

Lead personal air sampling is required during any lead disturbance. Lead air sampling results will be supplied to the ES&A Department, and the Project Manager, within 48 hours of the completion of a disturbance. Laboratory results will be emailed directly to the ES&A Department from the laboratory providing analysis. Handwritten results will not be allowed. Regardless of air sampling results, Contractors will not be allowed to submit a Negative Exposure Assessment so that they can discontinue the use of respirators and

personal protective suits. WCS D reserves the right to require this requirement, to reduce the long-term exposure liability from Contractors and workers, which have disturbed WCS D's lead materials.

IV. INDOOR ENVIRONMENTAL QUALITY

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 WCS D for on-site construction in the district.

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 shutdown 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.

i. 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.

ii. 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 24 hours after the completion of the project or until there are no more noticeable odors.

iii. 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.

iv. 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.

v. 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.

vi. Material Safety Data Sheets (MSDS)

MSDS must be made be maintained onsite and made available upon request as required by federal law.

vii. 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.

viii. Air Filters

Replace all filtration media immediately at the conclusion of the job.

ix. 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.

x. Pre-Construction Work Area Inspection

Any overhead work including the roof, the Contractor shall conduct a pre-room condition walk-through with WCSD'S Project Manager to determine the level of cleanliness that will be expected at the completion of the 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.

V. LOCK OUT TAG OUT (LOTO) 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 bid. Contractor will coordinate all shut- down processes with the construction manager prior to any shutdowns up to and including Lock Out Tag Out procedures 24 hours prior to any shutdowns. WCSD will make the final determination of which systems and locations shall be isolated. All Lock Out Tag Out will be performed at the main service panel.

END OF RFP SOLICITATION DOCUMENT