REQUEST FOR BID (RFB) – PRODUCTS

SOLICITATION TITLE:	INFORMATION TECHNOLOGY NETWORKING EQUIPMENT
SOLICITATION #:	26-B-09-27-SA
SCOPE OF SOLICITATION:	Washoe County School District (WCSD) is soliciting formal bid submissions to provide Information Technology (IT) networking equipment including the Cisco brand or equivalent alternative. Equipment lists by site are included in EXHIBIT E and are all for funding year 2027 E-Rate projects.
DUE DATE & TIME:	**December 16, 2026 at 2:00 pm (local time)**
PUBLIC OPENING:	**December 16, 2026 at 2:30 pm (local time) via TEAMS Meeting (refer to Section 1.9.4)**
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 November 10, 2026** via email to: solicitations@washoeschools.net or 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 PROCUREMENT PROFESSIONAL:	Sunshine Long-Anderson, Procurement Analyst
PUBLISH DATE:	October 30, 2026
SOLICITATION # OF PAGES:	19

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(3) – INSURANCE REQUIREMENTS FOR I.T. VENDORS
- EXHIBIT E – BILL OF MATERIALS (BOM) – SITE SPECIFIC (11 SITES) **(REQUIRED FORM)**
- EXHIBIT F – WASHOE COUNTY SCHOOL DISTRICT SMARTNET **(REQUIRED FORM)**
- EXHIBIT G – WASHOE COUNTY SCHOOL DISTRICT CISCO UMBRELLA SUBSCRTIPTION **(REQUIRED FORM)**

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

SOLICITATION TITLE: INFORMATION TECHNOLOGY NETWORKING EQUIPMENT
SOLICITATION #: 26-B-09-27-SA

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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 E – BILL OF MATERIALS (BOM) – SITE SPECIFIC (11 SITES) (REQUIRED FORM)**
  Must be completed and submitted with the bid submission.

  1. Anderson Elementary School
  2. Billinghurst Middle School
  3. Bohach Elementary School
  4. Elmcrest Elementary School
  5. Herz Middle School
  6. Hunter Lake Elementary School
  7. Mendive Middle School
  8. Mount Rose K-8
  9. Risley Elementary School
  10. Swope Middle School
  11. Edison

- **EXHIBIT F – WASHOE COUNTY SCHOOL DISTRICT SMARTNET (REQUIRED FORM)**
  Must be completed and submitted with the bid submission.

- **EXHIBIT G – WASHOE COUNTY SCHOOL DISTRICT CISCO UMBRELLA SUBSCRIPTION (REQUIRED FORM)**
  Must be completed and submitted with the bid submission.

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GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

1.0 BID SUBMISSION GUIDELINES AND REQUIREMENTS

1.1 Bidder must be licensed or incorporated to do business in the State of Nevada.

1.1.1 If applicable, Bidder shall possess all pertinent licenses and/or certifications to perform any requested service(s).

1.1.2 If applicable, Bidder shall possess appropriate city and/or county business licenses.

1.2 Bidder shall examine all terms, conditions, specifications, drawings, specifications, attachments, special instructions, etc. of this solicitation. Failure to do so will be at Bidder's risk.

1.3 Bidder is to submit physical copies of the required information on the forms provided herein only and shall return all **REQUIRED FORMS** completed and signed (if applicable) according to the instructions stated herein with their bid submission.

1.3.1 Bidder is to also provide one (1) identical electronic copy of their bid submission, including all **REQUIRED FORMS** completed and signed (if applicable), in Microsoft Word, Microsoft Excel, or Adobe PDF format on one (1) flash drive in their sealed bid submission.

1.4 Any erasures, strikethroughs, or other changes to a bid submission must be initialed in ink. The Bidder is responsible for proofreading the bid submission carefully for errors.

1.5 An authorized representative of the Bidder's firm must sign where applicable on **EXHIBIT A** which is available for download at https://solicitations.washoeschools.net/Purchasing.

1.5.1 **Any bid submission will be disqualified and rejected if EXHIBIT A is not signed and included in the sealed bid submission.**

1.5.2 WCSD 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 bid submission 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 bid submission due date/time.

1.5.3 Exceptions to any General and/or Special Terms, Conditions, and Specifications in this solicitation must be noted as instructed in **EXHIBIT A**. If more space is required to note exceptions than what is provided on **EXHIBIT A**, Bidder must attach additional pages referencing the solicitation title and solicitation number and **submit ALL pages with EXHIBIT A** with their bid.

1.5.4 Failure to note said exceptions shall be interpreted to convey that the Bidder has proposed to perform in the manner described and/or specified.

1.5.5 WCSD reserves the right to accept or reject any exceptions if deemed to be in the best interest of WCSD.

1.5.6 If there are any questions/inquiries about this requirement, Bidders 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 QUESTIONS DEADLINE (refer to Page 1), so that they can be answered prior to the bid due date and time.

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

1.6 Bidder shall provide with bid submission, a completed and signed **EXHIBIT B** which is available for download at https://solicitations.washoeschools.net/Purchasing.

1.6.1 Failure to submit a completed and signed **EXHIBIT B** with the bid submission may be grounds for disqualifying the bid submission from evaluation and award consideration.

1.7 When applicable, Bidders submitting bids on hazardous materials must submit a Safety Data Sheet (SDS) on each item being bid.

1.7.1 When submitting an SDS with a bid, the Bidder must identify the applicable line item as listed on **EXHIBIT C** on the SDS document(s). **EXHIBIT C** is available for download at https://solicitations.washoeschools.net/Purchasing.

1.8 Bid submissions will NOT be accepted via email, fax, or verbally at any point of time in the solicitation process (e.g., when requesting a withdrawal and/or resubmitting for updated pricing). Any submissions that are submitted as such will be rejected.

1.9 For a bid submission to be considered **valid**, it is mandatory that all **REQUIRED FORMS**, and acknowledged Addenda/Amendments, be completed, signed (if applicable), and submitted in a sealed envelope/package as instructed herein, and received and time stamped in WCSD's Purchasing Department, Room 0, by the bid DUE DATE & TIME (refer to Page 1).

1.9.1 Bidder assumes any and all risks involved with their chosen method of mailing/delivery. WCSD assumes no responsibility for the Bidder's and/or carrier's failure to deliver a bid by the bid submission DUE DATE & TIME (refer to Page 1).

1.9.2 Valid bid submissions in a sealed envelope/package are to be labeled using the following format:

Company Name: _____
Solicitation Title: Information Technology Networking Equipment
Solicitation #: 26-B-09-27-SA
Due Date & Time: December 16, 2026 at 2:00 pm (local time)

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

1.9.3 Neither WCSD nor any officer or employee thereof shall be responsible for the pre/post-opening of or failure to open a bid submission not properly addressed, identified, or mislabeled.

1.9.4 Bid submissions will be opened publicly via a TEAMS meeting on December 16, 2026 at 2:30 pm (local time):

Microsoft Teams meeting
Join:
https://teams.microsoft.com/meet/24236735666804?p=WLDuh2eKlRzKpt2XvL
Meeting ID: 242 367 356 668 04
Passcode: ko7Rf978

1.10 When a ***surety*** is required (refer to Page 1 for requirement), said surety must be submitted with bid submission.

1.10.1 Said surety shall be issued by a creditable surety company authorized to do business in the State of Nevada.

1.10.2 Said surety shall be acceptable only in the form of a Bid Bond, Performance Bond (if applicable), Certified Check, or Cashier's Check in the amount stated and made payable to:

Washoe County School District
RE: RFB # _____
425 E. Ninth Street
Reno, Nevada 89512

1.10.3 After formal award of this solicitation has been made public, surety of the unsuccessful Bidder(s) shall be returned.

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

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

2.0 WITHDRAWAL OF BID SUBMISSION

2.1 A bid submission may be withdrawn by written request to WCSD's Purchasing Department (mail, fax, or email to: solicitations@washoeschools.net) provided that such notice is received prior to the DUE DATE & TIME (refer to Page 1).

2.2 A request to withdrawal a bid submission received after the scheduled bid DUE DATE & TIME will not be considered a withdrawal. The Bidder's submission will be tabulated as a received and then marked as a rejected bid.

3.0 LATE BID SUBMISSION

3.1 Bid submissions may be received any time prior to 2:00 pm (local time) on the specified DUE DATE & TIME.

3.2 Late bid submissions will NOT be accepted.

3.2.1 Any bid submission arriving after the DUE DATE & TIME of 2:00 pm (local time) will not be accepted and will be returned to its sender unopened.

3.2.2 If the late bid submission arrives via carrier, the Bidder will be given an option on how to have it returned at their own cost.

4.0 NO BID

4.1 In the event a Bidder chooses not to submit a bid, but wants to remain on the solicitation notification list, the Bidder can send a **"NO BID"** email notification with RFB number in the email "Subject" line to solicitations@washoeschools.net.

5.0 WAIVERS AND REJECTION OF SUBMISSION

5.1 WCSD reserves the right to waive any minor informalities or irregularities within any bid submission if deemed to be in WCSD's best interest.

5.2 WCSD reserves the right to reject any or all bid submissions received, or any part thereof.

5.3 Bid submissions may be rejected for any of, but not limited to, the following causes:

A. Evidence of collusion among Bidders exists.

B. Bidder fails to meet the terms, conditions, and specifications outlined in this solicitation.

C. Evidence submitted by Bidder leads WCSD to believe that Bidder will be unable to complete and carry out the obligations of RFB.

D. WCSD investigation determines that Bidder is not qualified to meet the obligations of this solicitation.

E. Cost and/or award of product(s) exceed budgetary constraints.

6.0 RFB CLARIFICATIONS AND DOCUMENT ACCESSIBILITY

6.1 Any irregularities, lack of clarity, and concerns in this solicitation should be brought to the attention of WCSD's Purchasing Department for correction or clarification.

6.2 Bidder should submit such concerns in writing to the Purchasing Department via e-mail to: solicitations@washoeschools.net or directly on the WCSD Solicitations website at https://solicitations.washoeschools.net/Purchasing prior to the DUE DATE & TIME (refer to Page 1).

6.3 If the Bidder is unable to download documents from the WCSD Solicitations website at https://solicitations.washoeschools.net/Purchasing, the Bidder can send an email to: solicitations@washoeschools.net to request assistance.

6.4 If the Bidder is a member of DemandStar and has downloaded a solicitation document from DemandStar at www.demandstar.com, the Bidder will electronically receive any Addenda/Amendments issued directly from DemandStar.

7.0 ADDENDA AND AMENDMENTS

7.1 Along with all documentation required for bid submission, Addenda/Amendments issued may become an integral part of this solicitation. Questions, inquiries, and clarifications will be answered via an Addendum and will be made available to all interested Bidders. All Addenda/Amendments will be available for download at:

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

7.2 Bidder should acknowledge receipt of Addenda/Amendments by signing and returning the Addenda/Amendments with their bid submission. It is the Bidder's responsibility to ensure receipt of any Addenda/Amendments. Failure to submit a signed Addendum/Amendment may result

in the rejection of bid submission.

8.0 BID PRICING INCLUSIONS AND EXCLUSIONS

8.1 Bidded prices must include any related shipping/handling costs, exclusive of federal, state, and local taxes, and shall be F.O.B. Destination.

8.1.1 No shipping charges will be allowed via invoice from the awarded Bidder(s) when in receipt of an order.

8.2 If the specifications of any bid line item on **EXHIBIT C** state "to be installed at site (non-penetration)" or "set in position, (non-penetration)" it is WCSD's intent that the bid price submitted by the Bidder will cover all costs thereof.

8.2.1 Bidder must furnish all equipment, materials, and labor to complete the installation/set-up as the manufacturer specified for the proper use of such item and in a manner satisfactory to WCSD and shall comply strictly with the specifications and recommendations of that manufacturer as to the installation/set-up of that particular item.

8.3 Bidder shall leave the work area clean and free of all discarded packaging and any debris created by the installation and shall make good to the satisfaction of WCSD.

8.4 "Prompt Payment" discounts will not be considered in bid evaluation.

8.5 In the event of a discrepancy between written words and numerical figures submitted by a Bidder, the amount stated in written words shall govern.

8.6 In the event of a discrepancy between a unit price and the extended price, the unit price shall govern.

8.7 Bidder is to provide information regarding any relevant manufacturer's warranty for any product(s) being bid.

8.7.1 If the cost of a warranty is separate from the total bid item price, the Bidder must provide the pricing of the warranty on **EXHIBIT C**, if applicable.

8.7.2 The Bidder 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.

9.0 BIDDING PRODUCT ITEMS "AS SPECIFIED" OR "OR EQUIVALENT ALTERNATIVE"

9.1 If the Bidder bids an item "AS SPECIFIED," then the Bidder is not required to provide additional supporting product documentation (e.g., manufacturer technical specifications, data sheets, white paper, etc.). Also, unless otherwise specified, all product(s) offered shall be new, currently in production, and of the manufacturer's latest design.

9.1.1 The use of the name and/or catalog number of a brand/manufacturer in describing an item in bid submission should be seen as a measure of quality, design, and utility of the item.

9.1.2 The Bidder must provide any company-specific product and/or item number of what is being bid where applicable on **EXHIBIT C**, if applicable.

9.1.3 By not providing additional item information, it will be understood that the Bidder is offering a standard of quality, design, and utility that is "AS SPECIFIED" and bid pricing is valid.

9.2 If Bidder bids an "OR EQUIVALENT ALTERNATIVE" item, then the Bidder is required to identify the brand/manufacturer, model number, make, grade, in addition to any company-specific product and/or item number where applicable on **EXHIBIT C**.

9.2.1 Any proposed product(s) by a Bidder who considers said product(s) to be an "OR EQUIVALENT ALTERNATIVE" to the specified product(s), Bidder is required to include supporting documentation (e.g., manufacturer technical specifications, data sheets, white paper, etc.) that supports the equivalence to the specified product(s).

9.2.2 Failure for Bidder to provide any of the above information/documentation as instructed may result in:

A. Rendering that bid item "NOT AS SPECIFIED" resulting in the rejection of the bid item.

B. Rendering the Bidder as "NON-RESPONSIVE" resulting in the rejection of the bid item and/or bid submission.

9.2.3 Bid items submitted as "OR EQUIVALENT ALTERNATIVE" will be given equal consideration based upon the following standards:

- Specifications
- Quality
- Design
- Utility
- Past Performance
- Service(s) (which includes repairs, replacement parts, and adjustments)
- Price

9.2.4 The decision of WCSD concerning questions of compliance of bid items as "OR EQUIVALENT ALTERNATIVE" when compared to the solicitation's specifications shall be final.

10.0 AWARD GUIDELINES AND RECOMMENDATION OF AWARD (ROA TABULATION)

10.1 Except for solicitation award made on the basis of "ALL OR NOTHING", WCSD reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve WCSD's best interest. Refer to Section 25.0 BASIS OF AWARD for more information.

10.2 Severability exists regarding acceptance or rejection of any item, group of items, or section unless Bidder has stipulated specific limitations or WCSD's specifications indicate otherwise.

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

10.4 WCSD reserves the right to hold bid submissions for a period of ninety (90) days from the submission due date before awarding or rejecting said responses.

10.5 Bidder(s) are responsible for obtaining the ROA TABULATION. Bidder may obtain the ROA TABULATION by sending an email to WCSD's Purchasing Department at solicitations@washoeschools.net or by calling (775) 850-8025. The ROA TABULATION is also available to download from:

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

11.0 APPEAL BY UNSUCCESSFUL BIDDER

11.1 Any unsuccessful Bidder (Appellant) may appeal the results in the solicitation's ROA TABULATION if they believe applicable provisions of the law were violated.

11.2 Appellant must submit a notice of protest to WCSD's Senior Director of Supply Chain Management no later than five (5) business days from when the ROA TABULATION is posted.

11.2.1 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.

11.3 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.

11.3.1 The bond shall be in the amount of twenty-five percent (25%) of the total dollar value of the Appellant's bid submission, up to a maximum amount of two hundred fifty thousand dollars ($250,000).

11.4 If Appellant is not satisfied with WCSD's Senior Director of Supply Chain Management's response, Appellant may then appeal to an appeals committee designated by WCSD.

11.5 If Appellant is not satisfied with the appeals committee's response, Appellant may then appeal to WCSD's Board of Trustees, who will render the final decision.

11.6 WCSD will postpone any award action until after WCSD's Board of Trustees renders a final decision.

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

11.7 If an appeal is granted and a bond was required, the full amount of the posted bond will be returned to Appellant.

11.8 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.

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

12.0 DEBARMENT, SUSPENSION, AND OTHER LEGAL MATTERS

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

NOTE: Submission of a signed EXHIBIT A in response to this solicitation is the certification that the Bidder, Bidder'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.

12.2 If WCSD was required by Nevada Revised Statute (NRS) 332.045 to advertise or request a formal sealed bid for this solicitation, then by way of a submitted signed **EXHIBIT A**, the Bidder provides a written certification that the Bidder is not currently engaged in, and during any valid term of the contract, 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).

12.3 Should there be a formal contract issued specifically to this solicitation in addition to all the terms, conditions, and specifications outlined herein, Bidder agrees that all contract-related documents shall be governed by and construed in accordance with the laws of Nevada.

12.4 Unless specifically stated herein, if there exists any conflict or inconsistency between any terms, conditions, and/or specifications outlined herein to those in the bid submission, including, but not limited to, any additional terms, conditions, and/or specifications by way of contract submitted by the awarded Bidder(s), the language contained herein shall take precedence.

12.5 No action involving the awarded contract may be brought except in the district and federal courts located in Washoe County, Nevada, USA.

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

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

12.8 WCSD is neither endorsing nor suggesting that any particular Bidder's product(s) is the best and/or only service(s)/product(s) available. Bidder(s) agrees to make no reference to WCSD in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of WCSD.

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

12.9.1 The awarded Bidder(s) may only benefit from payment for valid service(s) rendered and/or product(s) procured under this solicitation and optional tasks contained herein, including identified deliverables in the awarded Bidder(s)' initial bid submission, and any subsequent written and mutually agreed to, Addendums/Amendments to the contract between the awarded Bidder(s) and WCSD.

13.0 JOINDER OF LOCAL GOVERNMENTS

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

13.1 NRS 332.195 *Entering into contract pursuant to solicitation by other governmental entities or cooperative purchasing organizations; prohibition if contractor's license required for portion of work to be performed*, states the following:

1. *Except as otherwise provided in this section, a governing body or its authorized representative may enter into a contract pursuant to a solicitation by:*

   (a) A governmental entity located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which enters into a contract in response to the solicitation in accordance with this paragraph.

   (b) The State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which enters into a contract in response to the solicitation in accordance with this paragraph.

   (c) A cooperative purchasing organization. A cooperative purchasing organization is not liable for the obligations of the local government which enters into a contract in response to the solicitation in accordance with this paragraph.

2. *A governing body or its authorized representative shall not enter into 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.*

3. *As used in this section, "cooperative purchasing organization" means an organization that implements a cooperative arrangement to agree to aggregate demand on behalf of public entities for the purpose of obtaining lower prices from certain suppliers to reduce the costs of procurement.*

14.0 CERTIFICATES OF INSURANCE LIABILITY

14.1 The awarded Vendor(s) shall not provide any products and/or services under this solicitation until satisfactory proof of all required insurance certificates and supporting documentation has been approved by WCSD's Purchasing Department. All documentation must be submitted to the Purchasing Department via email to: purchasing@washoeschools.net or by US Mail to:

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

15.0 REQUIRED INSURANCE COVERAGE AND VERIFICATION

15.1 Insurance requirements specific to this solicitation are provided in **EXHIBIT D – INSURANCE REQUIREMENTS FOR I.T. VENDORS**. Bidders are responsible for reviewing and complying with all applicable insurance requirements set forth therein.

16.0 CONSUMPTION ESTIMATES, PURCHASE ORDERS, PCARDS, PAYMENTS, INSPECTIONS

16.1 Any quantities appearing in this solicitation and/or identified in **EXHIBIT C**, are approximations only and are estimated for the solicitation of responses.

16.2 Payment to any awarded Bidder(s) will be made only for the actual quantities procured by WCSD and supplied in accordance with this solicitation.

16.3 It is understood that the scheduled quantities to be procured may be increased, decreased, or omitted without in any way invalidating bid pricing.

16.4 Unless otherwise approved to procure product(s) via a WCSD Procurement Card (PCard), WCSD will not be responsible for product(s) provided by any awarded Bidder(s) without an official WCSD Purchase Order issued by the Purchasing Department.

16.5 All transactions for product(s) between WCSD and any awarded Bidder(s) shall be regulated according to NRS Chapters 104 and 104A, which is the Nevada Uniform Commercial Code.

16.6 No variations, deletions, price increases, changes, or modifications to any order shall be effective without prior approval by WCSD and/or through a mutually agreed to, written addendum/amendment between any awarded Bidder(s) and WCSD.

16.7 WCSD's payment terms are NET 30 after receipt of products without defects and receipt of an accurate invoice. WCSD reserves the right to not pre-pay for product(s). WCSD is tax-exempt and does not pay state/local taxes, interest, or late fees.

16.8 When any awarded Bidder(s) has rendered service(s) and/or supplied product(s), Bidder shall notify WCSD when ready for final inspection. In addition, WCSD reserves the right to call for an inspection as deemed necessary.

16.8.1 WCSD may request any awarded Bidder(s) to accompany WCSD's representative to visit the site of service(s) and compare any drawings and specifications related to the service(s) to the work in place.

16.8.2 Failure to visit the site will in no way relieve any awarded Bidder(s) from the requirement of furnishing any materials or performing any service(s) in accordance with drawings and specifications that may be required to complete the service(s) without additional cost to WCSD.

16.8.3 WCSD's representative shall review conflicts concerning any service(s) rendered and/or product(s) procured. Without prior approval, additional charges will not be allowed or paid.

16.8.4 Awarded Bidder(s) shall always keep WCSD premises free from the accumulation of waste materials and garbage derived from the awarded Bidder's operations and at a minimum, do so on a daily basis.

16.8.5 Upon completion of any service(s), awarded Bidder(s) shall remove all waste materials, debris, all tools, construction-related equipment, machinery, and surplus materials.

16.8.6 Awarded Bidder(s) shall clean all glass surfaces and leave the work area "broom clean" (at a minimum free of any excess items, personal items, and debris, and has been swept or vacuumed) or its equivalent unless otherwise specified by WCSD.

16.9 After approval by WCSD, the awarded Bidder(s) may bill for payment. Invoices are to include the following information:

A. WCSD Purchase Order number.

B. WCSD's Facilities Management Department Work Order Number (if assigned).

C. Detailed/itemized description of the services provided.

D. Name of the location at which the service(s) was rendered and/or product(s) delivered.

E. Total cost (inclusive of all shipping, handling, and/or freight charges per awarded bid pricing).

16.10 Interest will NOT be paid on payment/funds withheld for:

A. Defective service(s) and/or supplied product(s) not remedied.

B. Funds held as a result of third-party claims for failure to make proper payments to the awarded Bidder(s).

C. For labor, materials, equipment, or product(s) still to be furnished and installed, and/or service(s) yet to be rendered.

16.11 The awarded Vendor(s) must allow for WCSD Procurement Card (PCard) purchases/orders/transactions.

17.0 WARRANTY AND GUARANTEE OF SERVICE(S) RENDERED AND/OR PRODUCTS SUPPLIED

17.1 Bidder warrants that service(s) rendered and/or product(s) supplied shall be performed with the degree of skill, care, and judgment customarily accepted as sound quality practice and procedure.

17.2 Bidder further warrants that service(s) rendered and/or product(s) supplied to fulfill the requirements and intent of the entire contractual agreement inclusive of Bidder's RFB submission.

17.3 If service(s) rendered and/or product(s) supplied by any awarded Bidder(s) fail to meet the aforementioned criteria and/or is deemed to be inadequate by WCSD, the awarded Bidder(s) shall re-perform the service(s) rendered (or portion of thereof that is unsatisfactory) and/or replace the product(s) supplied.

17.4 Awarded Bidder(s) shall be liable for all costs and expenses incurred in the performance of corrective services, including travel, per diem, etc. and/or the replacement of product(s).

17.5 Awarded Bidder(s) shall guarantee that all product(s) provided under this contract will be free from defects of workmanship and material for a minimum period of one year from the date of final acceptance of the product(s) and shall, at the Bidder's own expense, repair and replace all defective product(s) that fall within this requirement.

18.0 DEFAULT, NON-APPROPRIATION OF FUNDS, AND CONTRACT TERMINATION RIGHTS

18.1 In case of default by any awarded Bidder(s), WCSD reserves the right to impose any of the following actions:

A. Deduct any unpaid balance due to awarded Bidder(s).
B. Procure the product(s) from another source.

C. Hold the defaulting Bidder(s) responsible for any excess cost occasioned thereby.

D. Assess a penalty equal to five percent (5%) of the total bid price.

E. Commence with proceedings against any surety held in conjunction with the bid.

F. Prohibit Bidder(s) to submit bids for a period of not less than one (1) year and no more than five (5) years.

G. Pursue other appropriate legal remedies.

18.2 Should the funding authority of WCSD fail to appropriate funds to continue payment on the resultant contract of this solicitation, WCSD reserves the right to cancel said contract without termination charge or penalty and written notification shall be made by WCSD to the awarded Bidder(s) should this occur.

18.3 The awarded contract may be terminated in whole or in part by WCSD for its convenience with or without cause, but only after Bidder is given:

A. Not less than thirty (30) calendar days' written notice of intent to terminate.

B. Opportunity for consultation with WCSD's Senior Director of Supply Chain Management prior to termination.

19.0 FORCE MAJEURE

19.1 Neither party shall be liable for failure and/or delay in performance under any resulting contract of this solicitation, 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 the cause is specifically identified above or not.

19.2 WCSD will not terminate any contract with awarded Bidder(s) who is unable to provide the contracted service(s) and/or provide product(s) due to FORCE MAJEURE.

19.3 WCSD maintains the ability and right to secure other suppliers to provide contracted product(s), on a temporary basis, if deemed to be in the best interest of WCSD, until the awarded Bidder(s) can provide contracted product(s).

20.0 INDEMNIFICATION

20.1 Awarded Bidder(s) agree 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 service(s) rendered and/or procured product(s) if such injury, loss, and/or damage is due to the gross negligence and/or intentional misconduct of the awarded Bidder(s) and/or any of its officer, employee, and/or agent in the performance of the contracted service(s) and/or procured

product(s).

20.1.2 Additionally, awarded Bidder(s) agree to indemnify and hold WCSD harmless from any claim involving patent infringement and/or copyrights on any procured product(s) under this solicitation.

20.2 WCSD agrees to defend, indemnify, and hold harmless the awarded Bidder(s), its officers, and its employees 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 from any service(s) rendered and/or procured product(s) if such injury, loss, and/or damage is due to the gross negligence and/or intentional misconduct of WCSD and/or any of its officers, employees, and/or agents subject to the provisions of NRS Chapter 41 – Actions and Proceedings in Particular Cases Concerning Persons including, but not limited to NRS 41.035 whereas actions against certain officers and employees of political subdivisions for acts or omissions of other persons.

20.2.1 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.

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

21.0 USAGE REPORT

21.1 When requested by WCSD, the awarded Bidder(s) will be responsible for compiling usage/purchase reports, which need to include all POs and PCard transactions for any time period covered under this contract including, but not limited to product/service name, description, quantities ordered, invoice number, and invoiced pricing.

21.2 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 RFB #26-B-09-27-SA**

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

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SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

22.0 SCOPE OF SOLICITATION

22.1 WCSD is soliciting formal bid submissions to provide IT networking equipment including the Cisco brand or equivalent alternative. Equipment lists by site are included in **EXHIBIT E** and are all for funding year 2027 E-Rate projects.

23.0 CONTRACT TERM AND RENEWALS

23.1 It is the intent of WCSD to award this solicitation upon obtaining award approval by WCSD's Board of Trustees, tentatively scheduled on February 9, 2027 for an initial term of seventeen (17) months beginning April 1, 2027 and ending September 30, 2028, (E-Rate funding for year 2027), providing all terms, conditions, and specifications of the contract remain unchanged.

24.0 PRICE ADJUSTMENT & COST ESCALATION

24.1 Prices shall remain firm and fixed for the first six (6) months of the Initial Term. Thereafter, WCSD may consider a request for a price increase or decrease. A price adjustment may also be requested: (i) at the time a renewal is requested, or (ii) after the first six (6) months of any active Renewal Term. All requests must be submitted in writing with sufficient documentation supporting the proposed adjustment (e.g., changes in an objective, third-party benchmark like the Consumer Price Index) and are subject to the WCSD's review and mutual written agreement of both parties. Any such price increase or decrease will be based upon the Consumer Price Index (CPI) Western Zone. 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.

25.0 BASIS OF AWARD

25.1 It is the intent of WCSD to award this solicitation (contract) on an "ALL OR NOTHING" to one (1) Vendor deemed to be the lowest responsive and responsible Bidder whose submission(s) meet all terms, conditions, and specifications of this solicitation.

- For E-Rate eligible procurements, award will be based on the lowest responsive and responsible bid, with the price of E-Rate eligible goods and services serving as the primary consideration in vendor selection.

- Except for solicitation awards made on the basis of "ALL OR NOTHING", WCSD reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve WCSD's best interest. Refer to Section 10.0 AWARD GUIDELINES AND RECOMMENDATION OF AWARD (ROA TABULATION) for more information.

26.0 DELIVERY

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

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

27.0 QUOTE REQUESTS & CONTRACT INFORMATION

27.1 Quote requests against the awarded contract for various projects will be initiated by WCSD's Purchasing or IT Departments and sent to the awarded Bidder. All quotes provided/returned to WCSD must utilize discount rates submitted within the awarded Bidder's bid document. The awarded Bidder shall provide a quote within forty-eight (48) hours of request from the Purchasing or IT Departments.

27.2 The awarded Bidder must supply contact information for a **Single Point-of-Contact** on **EXHIBIT C**. This person shall be responsible for providing quotes upon request, tracking of all orders, general customer service, and pre-sale engineering support for design, planning, and order validation. WCSD's Purchasing and IT Departments must be notified if this **Single Point-of-Contact** will or does change.

28.0 STATUS UPDATES, VALIDATIONS, & REPORTS

28.1 The awarded Bidder must provide a weekly order status and shipping reports in electronic format, preferably in a web-based format, that WCSD can access. Available reports should also include historical data on products already purchased.

28.2 The awarded Bidder must validate ALL bills of material for all quotes.

28.3 The awarded Bidder must provide, at no cost to WCSD, bi-annual updates for current and future technologies and products, as well as "end of life" notifications.

28.4 The awarded Bidder will provide, at no cost to WCSD, pre-sales engineering, design, implementation, and deployment strategies based on current best practices for any new networking initiatives for which WCSD chooses to pursue.

29.0 CISCO CERTIFICATION REQUIREMENT

29.1 All Bidders of "Cisco" equipment MUST be a certified "Cisco Portfolio or Preferred Partner" and must either provide their company's reseller number on **EXHIBIT C** or provide a letter from Cisco-on-Cisco letterhead indicating the "Cisco Portfolio or Preferred Partner" status. If WCSD is unable to verify any Bidder's Reseller Number or "Cisco Portfolio or Preferred Partner" status, said bid WILL be rejected. Further, all Bidders must have obtained the following Partner Designations:

- Cisco Networking Partner
- Cisco Security Partner
- Cisco Collaboration Partner
- Cisco Cloud and AI Infrastructure Partner
- Cisco Services Partner

30.0 EQUIVALENT ALTERNATIVES

30.1 Bidders of an equivalent alternative manufacturer must provide the SPECIFIC model number(s),

description, and price after discount of the proposed equivalent to ALL Cisco models defined in **EXHIBIT E** (refer to section 9.2 inclusive). All bills of materials must be completed for each site as specified in **EXHIBIT E**. Additionally, a whitepaper must be included for each proposed alternative device comparing all specifications, features, functions, and form factor to the specified Cisco product.

30.2 WCSD's IT Network staff will make the final determination of the equivalence of the proposed alternative. If it is determined that the proposed alternatives are NOT equal in all features and functionality, then the bid will not be considered.

30.3 Bidders of an equivalent alternative single manufacturer must also hold a certification equal to the "Cisco Portfolio or Preferred Partner" requirements with the proposed manufacturer, if applicable.

31.0 E-RATE REQUIREMENTS

31.1 USF Knowledge – Bidder shall have a working knowledge of the E-Rate program (formally known as the Schools and Libraries Universal Service Support Mechanism).

31.2 USF Registration – Bidder shall include with their sealed bid an E-Rate Service Provider Identification Number (SPIN) that the Bidder should have or must be willing to obtain and a valid Federal Communications Commission Registration Number (FCCRN) on **EXHIBIT C.**

31.3 USF Participation – Bidder shall agree to participate in the E-Rate program and cooperate in all respects with WCSD, the Universal Service Administration Company (USAC) and any agents acting on its behalf, and the Federal Communications Commission (FCC) to ensure WCSD receives all the E-Rate funding for which it has applied and to which it is entitled pertaining to the Bidder's products and/or service.

31.4 USF Documentation – Bidder shall provide WCSD staff and WCSD's E-Rate Consultant within a reasonable amount of time, all documentation and information that the Bidder has or that the Bidder can acquire that 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.

31.5 USF Audit and Document Retention Requirement – Bidder shall maintain all quotes, bids, correspondence, records, delivery information, bills, invoices, memoranda and other information and data pertaining to the Bidder's services to WCSD. All such records shall be retained for five (5) years after the last day services are provided related to this RFB. Such information and data shall be subject to audit and inspection by WCSD. Bidder MUST require that all sub-bidders/sub-contractors maintain the same records and allow WCSD the same right to audit/inspect those records.

SOLICITATION TITLE: INFORMATION TECHNOLOGY NETWORKING EQUIPMENT
SOLICITATION #: 26-B-09-27-SA

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- **ALL <u>REQUIRED FORMS</u> 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 <u>REQUIRED FORM</u>, 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 E – BILL OF MATERIALS (BOM) – SITE SPECIFIC (11 SITES) (REQUIRED FORM)**
    Must be completed and submitted with the bid submission.

    1. Anderson Elementary School
    2. Billinghurst Middle School
    3. Bohach Elementary School
    4. Elmcrest Elementary School
    5. Herz Middle School
    6. Hunter Lake Elementary School
    7. Mendive Middle School
    8. Mount Rose K-8
    9. Risley Elementary School
    10. Swope Middle School
    11. Edison

  - **EXHIBIT F – WASHOE COUNTY SCHOOL DISTRICT SMARTNET (REQUIRED FORM)**
    Must be completed and submitted with the bid submission.

  - **EXHIBIT G – WASHOE COUNTY SCHOOL DISTRICT CISCO UMBRELLA SUBSCRIPTION (REQUIRED FORM)**
    Must be completed and submitted with the bid submission.