



REQUEST FOR PROPOSAL

RFP TITLE: Request for Proposal (RFP) for E-Rate Consultant

RFP NUMBER: 181-P-06-22-AS

SCOPE OF WORK/SERVICE: Washoe County School District (WCSD) is seeking a qualified consultant to provide fixed rate E-Rate compliance services that includes program planning, procurement process and application reviews, and funding and financial reporting with the objective to maximize E-Rate discounts and reimbursements.

RFP DUE / OPENING DATE & TIME: **August 15, 2022 at 2:00 p.m. (local time)**

***NOTE:** Proposal submissions will **NOT** be accepted via email, fax, or verbally at any point of time in the RFP process. Only sealed proposals will be accepted. Any proposals 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 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.*

RFP QUESTIONS/INQUIRIES: **ALL** questions/inquiries must be submitted in writing via email to solicitations@washoeschools.net no later than 4:30 pm (local time) on July 27, 2022.

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

SURETY REQUIREMENT: **NONE REQUIRED**

RFP FACILITATOR *: Andrea Sullivan, Director of Procurement and Contracts

PUBLISH DATE: July 13, 2022

NUMBER OF PAGES IN THIS RFP: 22

EXHIBITS:

- A – E-Rate Budget for 2021-2025 Cycle
- B – Potential Funding Year 2023 E-Rate Projects
- C – WCSD Funding Year 2022 C1 E-Rate Application
- D – WCSD Funding Year 2022 C2 E-Rate Application

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** The Facilitator for this RFP is identified on Page 1. 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 from RFP response submissions.*

GENERAL TERMS AND CONDITIONS

1.0 SUBMISSION OF RESPONSE TO RFP

1.1 In response to this RFP, Proposers shall submit clearly labeled and indexed portfolios/binders with appropriate section and sub-section numbers as referred to herein. Please provide the following:

1.1.1 One (1) original proposal marked "MASTER".

1.1.2 Seven (7) identical bound "COPIES".

1.1.3 One (1) identical electronic response in Microsoft Word, Microsoft Excel, or Adobe PDF, on CD or flash drive; if discrepancies are found between two (2) or more copies of proposals, the "MASTER" copy will provide the basis for resolving each discrepancy.

1.1.4 **FINANCIAL STABILITY**

☐ Submit (A) Balance Sheets and (B) Income Statements for the last three (3) consecutive years of operation.

☐ If the requested documents (A and B, at minimum) are not provided with Proposal, then WCSD reserves the right to reject proposal as "non-responsive."

☐ The financial documents 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 Service for review (Section 47.0 – Evaluation Criteria A). **Do NOT include this documentation in the proposal binders.** Only one (1) copy of the documents is required with submission.

☐ Should a privately held company deem certain financial information to be **confidential**, it must identify what information is to be considered confidential as supported by law.

1.1.5 Provide seven (7) copies of itemized cost/pricing/fee and/or schedule (per Section 47.0 – Evaluation Criteria B). Copies must be submitted in one (1) separate, sealed envelope and identified as such.

1.2 Neither the WCSD nor any official or employee thereof shall be responsible for the pre/post-opening of, or failure to open an RFP not properly addressed, identified, and/or mislabeled.

1.3 Proposals submitted by telephone, telegraphic notice, email, and/or facsimile will **NOT** be accepted.

1.4 RFP and any signed/acknowledged Addenda/Amendment(s) shall be submitted in a sealed envelope or box and labeled using the following format:

SUBMITTING PROPOSER NAME: _____

RFP TITLE: E-Rate Consultant

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DUE/OPENING DATE & TIME: August 15, 2022 at 2:00 p.m. (local time)

MAIL OR DELIVER PROPOSAL TO: Washoe County School District
Purchasing Department, Room 0
14101 Old Virginia Road
Reno, NV 89521-8912

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- 1.5 In order for a proposal to be considered, it is mandatory that the RFP documents be received and time-stamped by the WCSD Purchasing Department, Room 0, no later than 2:00 pm (local time) on the due date identified on Page 1 of this RFP document.
- 1.5.1 **Late proposals will NOT be accepted.** A proposal may be received any time prior to the due date and time and no later than the due date and time. A proposal arriving after 2:00 p.m. (local time) will be returned to its sender unopened.
- 1.5.2 If the late proposal arrives via carrier (e.g., Fed-Ex, UPS, USPS, etc.), the Proposer will be responsible for all return shipping costs of proposal submission.
- 1.6 All accepted proposals and accompanying documentation by WCSD's Purchasing Department become the property of WCSD and will not be returnable to submitting Proposer.
- 1.7 Information should be prepared to provide a straightforward, concise delineation of capacities to satisfy requirements of the RFP and submitted using required forms identified Sections 50.0-52.0 in this RFP document. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should be placed on conformance to RFP instructions, responsiveness to RFP requirements, completeness, and clarity of content.
- 1.8 Any irregularities and/or lack of clarity in the RFP should be brought to the attention of WCSD's Purchasing Department for correction and/or clarification via email to: solicitations@washoeschools.net prior to the due date/time identified on Page 1 of this RFP document.
- 1.9 When a **surety** is required (refer to Page 1), such surety shall be acceptable only in the form of a Bond, Certified Check or Cashier's Check in the amount identified in Section 38.2. The surety must accompany the submission. After award of RFP by the authorized WCSD representative(s) is obtained, the surety of any unawarded Proposer(s) will be returned.
- 1.10 Addenda/Amendment(s) issued may become an integral part of this RFP and are posted on the following websites:
- <http://www.washoeschools.net/Page/778>
 - <https://www.demandstar.com/app/login>
- 1.10.1 Proposer should acknowledge receipt of Addenda/Amendment(s) by signing and returning any Addenda/Amendment(s), if requested, with the Proposer's RFP submission. It is the Proposer's responsibility to ensure receipt of any Addenda/Amendment(s). Failure to submit a signed Addenda/Amendment(s) may result in rejection/disqualification of a Proposer's RFP submission.
- 1.10.2 To ensure that Proposer receives any Addenda/Amendment(s) issued for this RFP, Proposer must notify WCSD Purchasing Department via email at solicitations@washoeschools.net with name, address, phone, and email. Once request is received, Purchasing will email any addenda documents required by this RFP.
- 1.10.3 If Proposer is a 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. (*Demandstar requires paid membership*)
- 1.11 WCSD reserves the right to reject any and all proposals received, or any part thereof. An authorized representative of Proposer's organization must sign this RFP document (refer to Section 52.0). **An unsigned proposal will be rejected.** Proposals may also be rejected 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.

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- C. Evidence submitted by Proposer leads WCSD 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. WCSD investigation determines that Proposer is not qualified to meet the obligations of the contract and complete work described.
 - E. Cost of work/service exceeds budgetary constraints.
- 1.12 Any prices provided in the Proposer's submission 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.
- 1.13 All costs incurred in the preparation and submission of responses to the RFP shall be the responsibility of the Proposer.
- 1.14 Proposer assumes all risks involved with method of distribution the Proposer chooses. WCSD assumes no responsibility for Proposer's failure to deliver RFP submission in accordance with the specified receiving point and time stated herein.
- 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 Exceptions to any of the terms, conditions and/or specifications of this RFP must be noted in Section 51.0 Failure to note said exceptions shall be interpreted to convey that Proposer shall propose to perform in the manner described and/or specified. WCSD reserves the right to accept or reject any exceptions if deemed to be in the best interest of the WCSD.
- 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
- A proposal may be withdrawn by written notification delivered via e-mail to solicitations@washoeschools.net provided such notice is received prior to the due date and time identified on Page 1 of this RFP. A request for withdrawal of a proposal received after the due date and 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.
- 3.2 Proposers are advised that after a Letter of Intent/Recommendation of Award has been released (refer to Section 36.0, the complete content of all proposals will become public record, and nothing contained in the proposal will be deemed confidential.
- 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 WCSD reserves the right to consider financial statements from privately held companies as confidential, but the separate, sealed envelope (per instruction in Section 1.1.4) containing the financial statements must be marked as *CONFIDENTIAL* for any consideration to be given.

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4.0 FORMAL INTERVIEWS AND PRESENTATIONS

WCSD reserves the right to require, any or all, Proposers to give a presentation or demonstration (either by virtual means or in-person) illustrating their abilities relative to this RFP and/or attend an interview session to gauge suitability to provide work/service. If so requested, Proposer(s) shall make their personnel available within ten (10) business days of request for formal interviews and presentations. No cost allowance shall be permitted for this requirement. WCSD also reserves the right to make its own ROA from any written proposal without presentations and/or formal interviews.

5.0 GOVERNING LAW, COMPLIANCE WITH LAW, AND ATTORNEY FEES

Should there be any resulting contract of this RFP, the awarded Proposer agrees that it shall be governed by and construed in accordance with the laws of Nevada. No action involving the RFP submission and/or resulting contract may be brought except in the federal courts located in Washoe County, Nevada, USA. Proposer shall comply with all applicable federal, state and local statutes, regulations, ordinances, or other legal requirements which apply. All parties agree that in the event of a dispute, each party will bear its own costs of litigation and 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 WCSD, at its sole option, rejects arbitration by so notifying Proposer.
- 6.2 If the WCSD rejects arbitration, Proposer shall have thirty (30) days from the date of receipt of rejection to send notice to commence litigation of the work/service via a summons and complaint upon the WCSD.
- 6.3 Failure to effectively provide work/service to the WCSD within said time shall act as a bar to litigation of the claim, which was the subject of the request for arbitration.
- 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 any 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.
- 7.2 Submission of a signed proposal in response to this RFP is certification that Proposer's organization (or any Sub-Proposer) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also confirmation that WCSD will be notified of any change in this status.
- 7.3 If WCSD was required by NRS 332.039 to advertise for this RFP, then by way of a submitted signed RFP, 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).

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7.4 Loss of Contract and/or Inability to Fulfill Requirements

- 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.
- 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 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 submission.

8.0 FUNDING OUT CLAUSE

- 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.
- 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 necessary funds to pay for the work/service under this RFP per Section 8.2 above, 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. In addition, should WCSD appropriate the funds at a later time, WCSD also reserves the right to issue a new RFP for said work/service.

9.0 DEFAULT

In case of default by awarded Proposer, WCSD reserves the right to any/all of the following actions:

- Deduct any unpaid balance due the awarded Proposer.
- Procure the product, work, and/or service from another source.
- Hold the defaulting awarded Proposer responsible for any excess cost associated.
- Assess and apply a penalty equal to five percent (5%) of the total contract price.
- Commence with proceedings against any surety and/or performance bond held in conjunction with the resulting contract of this RFP.
- Prohibit the awarded Proposer for a period of not less than one (1) year.
- Pursue other applicable legal remedies.

10.0 TERMINATION OF CONTRACT

Any resulting contract from this RFP may be terminated in whole or in part by WCSD with or without cause without penalty or fee; however, only after the contracted Proposer is given (1) not less than thirty (30) calendar days written notice of intent to terminate and (2) an opportunity for consultation with the Director of Procurement and Contracts of WCSD prior to termination.

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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.*

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.

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

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

12.0 AMERICANS WITH DISABILITIES

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

13.0 INSTALLATION

If applicable, the awarded Proposer shall make good 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 its best interest.*

14.1 The awarded Proposer shall, at the awarded Proposer's sole expense, procure, maintain, and keep in force for the duration of the resulting contract of this RFP, insurance conforming to the minimum limits as specified in this RFP document. The awarded Proposer shall furnish WCSD with a Certificate of Insurance (COI) Form and the Additional Insured Endorsement(s) to which required coverage the endorsement applies.

14.2 The authorized Insurer of the awarded Proposer and/or subsequent insurance company(s) issuing the policy(s) shall have no recourse against WCSD for payment of any premiums, costs, or assessments under any form of policy. The awarded Proposer's authorized Insurer(s) shall have no right of recovery or subrogation against WCSD.

14.3 The Acord 25 Certificate of Insurance (COI) Form or a form substantially similar must be submitted by the awarded Proposer to WCSD to evidence the insurance policies and coverages required. In addition to the awarded Proposer providing the COI, the Proposer shall also provide the Additional Insured Endorsement(s) effecting coverage required (refer to Section 14.6 below).

14.4 If not provided with the Proposer's response submission, all COIs and related endorsements are to be received from the awarded Proposer within 5 (five) business days following date of the formal award. Documents must be reviewed and approved by the WCSD's Purchasing Department prior to any

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work/service being rendered and/or products procured and shall continue in force until the completion of any contract term.

- 14.5 The COI must be signed by a person authorized to bind coverage on the behalf of the awarded Proposer. The COI must name WCSD as the Certificate Holder as follows:

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

- 14.6 The Additional Insured Endorsement certificate should be the CG 20 10 11 85 form or a form substantially similar, providing coverage at least as broad as the required form noted. To substantiate the requirement of the WCSD to be named as an "Additional Insured", the COI's "Description of Operations/Locations/Vehicles" section shall state the following:

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

- 14.7 The COI shall state that if any of the described policies are cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Each insurance policy shall not be suspended, voided, canceled, or non-renewed by either the awarded Proposer or the authorized Insurer without a replacement COI being provided to WCSD during any term of any resulting contract of this RFP.
- 14.8 Upon renewal of any coverage required by this RFP the awarded Proposer or authorized Insurer shall furnish the WCSD with any replacement COI.
- 14.9 WCSD reserves the right to require the awarded Proposer to make available/check of the wording of all required insurance policies at any time.
- 14.10 The awarded Proposer's insurance coverage shall be the primary insurance. Any insurance or self-insurance maintained by the WCSD, its officers, employees, agents, or volunteers shall not be more than the awarded Proposer's insurance and shall not contribute to Proposer's insurance coverage.
- 14.11 Failure of the awarded Proposer to comply with any of the reporting provisions of the required insurance policies shall not affect coverage provided to the 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:

- A. Premises-Operations
- B. Independent Contractor's Protection
- C. Products and Completed Operations
- D. Broad Form Property Damage
- E. Personal Injury (with Employee Exclusion deleted)
- F. Blanket Contractual Liability
- G. Property Damage Liability

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

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16.0 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

16.1 If applicable to the work/services outlined in this RFP, during any term of any resulting contract of this RFP, the awarded Proposer shall maintain Commercial Automobile Liability Insurance to include all owned autos, non-owned autos, and hired autos coverage through an insurance carrier(s) licensed to do business in the State of Nevada and having current A.M. Best rating of A-VII or better.

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

17.0 WORKER'S COMPENSATION COVERAGE

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

18.0 PROFESSIONAL LIABILITY INSURANCE

During the initial term of resulting contract of this RFP and for any additional time specified by WCSD thereafter, the awarded Proposer shall maintain Professional Liability Insurance (Errors & Omissions) with minimum limits of at least one million dollars (\$1,000,000); however, WCSD reserves the right to require a higher limit for project(s) that may constitute said requirement. WCSD also requires that Professional Liability Insurance include coverage for unintentional breach of contract. The insurance required above may be proved under primary policies or by a combination of primary and excess policies. Professional Liability is not covered under additional Umbrella Liability coverage.

19.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

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 giving approval of the deductibles and self-insured retentions before any work/service is rendered and/or products procured. 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. It is understood that the awarded Proposer is responsible for and shall assume payment of all deductibles and/or self-insured retentions.

20.0 LICENSE AND CERTIFICATION

Proposer must be licensed and/or incorporated to do business in the State of Nevada. Proposer shall possess all applicable licenses and/or certifications to perform the type of work/service in this RFP. 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/service required under resulting contract of this RFP. Proposer covenants to its knowledge and ability that in performance of said work/service no person having any such interest shall be employed (refer to Section 51.0, PUBLIC DISCLOSURE FORM (**required** with RFP response submission)).

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

23.0 ASSIGNMENT

Any attempt by awarded Proposer 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."

24.0 CONFIDENTIAL TREATMENT OF INFORMATION

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 COVID19, 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 awarded/contracted organization that is unable to complete and perform the work/service due to FORCE MAJEURE. WCSD maintains the ability and right to secure other suppliers to provide said work/services, on a temporary basis, 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. Proposer also agrees to indemnify and hold the WCSD harmless from any claim involving patent infringement and/or copyrights on goods supplied.
- 26.2 WCSD agrees to defend, indemnify and hold Proposer, its officers, and its employees harmless from and against any and all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, 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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- 26.3 The obligation of this section shall not apply to damages for which WCSD is/shall become liable by final judgment to pay to a third party as the result of the negligence of WCSD. Nothing herein shall constitute a waiver by WCSD of any and all rights and privileges under any governmental immunity act and/or related statute.

27.0 INTELLECTUAL PROPERTY

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

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

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. 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

Records shall be maintained as required by awarded Proposer in compliance with applicable municipal, federal and/or state laws, ordinances, codes, and as prescribed by WCSD. Upon prior written notice, at a mutually agreed upon time and place, all records shall be made available to WCSD. WCSD may audit, examine and/or take excerpts 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 EXPENSES

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

32.0 REJECTION/DISQUALIFICATION OF PROPOSALS

- 32.1 WCSD reserves the right to reject any and all proposals received, or any part thereof. Proposals may be rejected for any of, but not limited to, the following causes:
- 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 WCSD 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. WCSD investigation determines that Proposer is not qualified to meet the obligations of the contract and complete work described.
 - E. Cost of work/service exceeds budgetary constraints.

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33.0 REFERENCES

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

34.0 PROPOSAL NEGOTIATIONS

WCSD may open negotiations with responsive Proposers after submission of proposals and 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. The WCSD reserves the right to accept any proposal, which it deems most favorable to the WCSD, and to reject any or all proposals or any portion of any proposal submitted which is not in the WCSD's best interest.

35.0 CONTRACT AWARD GUIDELINES

35.1 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.

35.2 WCSD reserves the right to award resulting contract of this RFP on the basis of 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.

35.3 Contractual commitments are contingent upon the availability of funds as evidenced by the issuance of a purchase order.

35.4 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.

35.5 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 Amendment.

35.6 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.

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

36.0 LETTER OF INTENT (RECOMMENDATION OF AWARD)

36.1 It is the responsibility of the interested Proposer to obtain the Letter of Intent (Recommendation of Award). Both documents are also posted on the following websites:

- <http://www.washoeschools.net/Page/778>
- www.DemandStar.com (*DemandStar requires paid Membership*)

36.2 Proposer may also obtain a copy of the Letter of Intent (Recommendation of Award) via email at solicitations@washoeschools.net

37.0 APPEAL BY NON-AWARDED PROPOSER

37.1 Any non-awarded Proposer may appeal following the posting/distribution of the Letter of Intent (Recommendation of Award).

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- 37.2 Appellant must submit a written protest to the Director of Procurement and Contracts no later than five (5) business days after the date of the Letter of Intent (Recommendation of Award). The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of the law were violated.
- A. Appellant shall submit a surety/bond (i.e., Protest Bond or Appeal Bond) with a good and solvent surety company authorized to do business in the State of Nevada or submit other security in a form approved by WCSD, which will hold the bond or other security until a determination is made on the appeal. Such bond must be submitted with the written protest to the Director of Procurement and Contracts.
- B. The bond or other security shall be in the amount of twenty five percent (25%) of the total dollar value of Appellant's proposal, up to a maximum bond or other security amount of two hundred fifty thousand (\$250,000).
- 37.3 The Director of Procurement and Contracts will review the letter of appeal and all relevant documents to provide a determination of the appeal to the submitting Appellant.
- 37.4 If Appellant is not satisfied with Director of Procurement and Contracts' response, Appellant may then appeal to an Appeals Committee designated by the WCSD. If Appellant is not satisfied with the Appeals Committee's response, Appellant may then appeal to the Board of Trustees, who will render the final decision.
- 37.5 WCSD will stay any award action until a final decision is made on the appeal.
- 37.6 Appellant will not seek any type of judicial intervention until WCSD has rendered its final decision on the protest.
- 37.7 WCSD is not liable for any costs, expenses, attorney's fees, and loss of income or other damages sustained by Appellant in proposal appeal process.
- 37.8 If an appeal is granted and a bond was required, the full amount of the posted bond will be returned to Appellant. If the appeal is denied and/or not upheld, WCSD has the right to file a claim against the bond for expenses suffered by WCSD because of the unawarded appeal.
- 38.0 SURETY
- 38.1 When a **surety** is required (refer to Page 1), proposal submission shall be accompanied by a surety company certified Bid Bond or Cashier's Check made payable to:
- Washoe County School District
425 East Ninth Street
Reno, Nevada 89512
RE: RFP # _____
- 38.2 Depending on the requirements, the amount of surety shall not be less than five percent (5%) of the total RFP submitted. Said amount to be forfeited to WCSD should the Proposer, to whom the contract is awarded, fail to enter into any resulting contract of this RFP.
- 38.3 Surety of the awarded Proposer shall be retained by WCSD until replaced by a Performance Bond.
- 39.0 PERFORMANCE BOND
- 39.1 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 RFP award for the initial term of the contract.
- 39.2 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.

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39.3 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 by the Board of Trustees.

39.4 In the event the contract is renewed, a new Performance Bond, if applicable, shall be requested for one hundred percent (100%) of the total amount of the RFP for the renewal term.

40.0 PENALTIES

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 submitted surety, bond, or security for the amount of excess costs so paid.

41.0 SEVERABILITY

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.

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

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SPECIAL TERMS AND CONDITIONS

42.0 SCOPE OF WORK OVERVIEW

WCSD is seeking a qualified consultant to provide fixed rate E-Rate compliance services that includes program planning, procurement process and application reviews, and funding and financial reporting with the objective to maximize E-Rate discounts and reimbursements. The consultant shall also provide an ongoing knowledge transfer to the district-identified personnel as the consultant conducts work related to this RFP in order for the District to better understand rules, regulations, application filing process, critical timelines, etc. with respect to E-Rate.

WCSD realizes that while the Federal E-Rate program offers applicants a vast source of funding, this requires a significant amount of compliance. Applicants who do not follow filing dates for the wide variety of forms, questions, and audits receive funding denials. Applicants who do not file correctly or do not include specific wording (or include incorrect wording) received funding reductions or outright denials. Applicants who do not keep adequate records receive requests for return of E-Rate money already funded and spent when audit teams review prior year's records. Lastly, applicants are required to maintain records for E-Rate longer than State or Local requirements. E-Rate respondents must advise WCSD on all of these rules and conditions.

43.0 PROPOSAL TECHNICAL REQUIREMENTS

The scope of work includes but is not limited to:

- Provide comprehensive consulting services to the District in the strategic application of E-Rate resources to optimize use of E-Rate funding in delivering technology services.
- Advise District on eligibility of E-Rate services and assist with the proper determination of the Free and Reduced Lunch discount rate.
- Review District Free and Reduced Lunch discount rate, analyze for optimization and identify opportunities that may lead to greater E-Rate discounts.
- Proactively identify advantageous opportunities for the District to maximize E-Rate funding.
- Advise District on all risk factors with proposed opportunities and application strategies.
- Provide a detailed plan, including a schedule of tasks, timelines, and deadlines required to complete all applicable forms and application processes, based on anticipated E-Rate projects.
- Provide District with advanced notice throughout the year of any FCC/USAC emerging policies, new compliance requirements, program rule changes and deadlines, and the possible effect they might have on District E-Rate funding opportunities.
- Compile, review with the District, and submit all required documentation necessary and required in a timely manner and in compliance with E-Rate Regulations, including, but not limited to FCC Forms 470, 471, 472, 479, 486, and 500. Provide both electronic and hard copies of fully executed forms and supporting documentation.
- Advise and assist District in completing all tasks for the application process and all subsequent activities related to the process. As directed by the District, assist service providers in the preparation of reimbursement requests.
- Review RFPs, contracts, and correspondence for which District will be applying for E-Rate funding to ensure compliance with E-Rate requirements.
- Monitor status of applications and funding. Provide a quarterly, detailed spreadsheet showing funds approved, amounts reimbursed, and remaining amounts outstanding.
- On a monthly basis, provide electronic status reports that describe the consultant's activities performed on behalf of the District. Communicate urgent matters more frequently.
- Provide a detailed checklist of all records required to be retained by the District in order to optimally comply with all FCC/USAC record requirements and meet audit standards and requirements.
- Compile, review with the District, and submit all of the documentation required to respond to any USAC initiated audits or reviews including, but not limited to: PIA review, selective review, cost-effectiveness review, payment quality assessment, beneficiary and contributor audit program, and invoicing review.
- Identify and support District in acting on any determinations resulting from an audit.
- [Provide on-site support during any on-site audit activities.](#)

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- In the event of adverse actions by USAC or FCC, evaluate and recommend appeal options to District. Draft such appeals as District elects to pursue, assemble all appeal documents in accordance with published USAC or FCC procedures, and provide to District for review and approval.
- File USAC or FCC appeals as directed by the District.
- Archive and make available electronically to the District all forms, letters (e.g. Funding Commitment Decision Letters (FCDL), and written communications between the USAC, consultant, and/or the District, related to the District's implementation for the E-Rate program, in compliance with USAC regulations and Nevada State Law.
- Perform any other activities necessary.

44.0 TERM OF CONTRACT

WCSD's intent is to award this RFP to one (1) Proposer for an initial term of two (2) funding years following formal award by WCSD's Chief Financial Officer or Board of Trustees, as applicable, with the option to renew annually for up to three (3) additional funding years provided the awarded contract's terms, conditions, and pricing remain unchanged, unless otherwise agreed to via an Amendment. WCSD reserves the right to award this RFP to multiple Proposers if deemed to be in its best interest.

45.0 PRICE ADJUSTMENT AND COST ESCALATION

- 45.1 Pricing provided by Proposer shall not increase during the awarded contract's initial term.
- 45.2 After the contract's initial term, a price adjustment may be reviewed and either accepted or declined. WCSD may grant a price adjustment in a situation where successful Proposer can demonstrate that their costs have increased during the initial term. In this case, a permissible increase may be authorized and must be equal to only that increase in costs incurred by successful Proposer.
- 45.3 Prior to permitting any increase, evidence of such an increase via a formal letter signed by the successful Proposer with supporting documentation shall be provided to WCSD's Purchasing Department no later than thirty (30) days prior to the proposed price increase. For any proposed labor increase, proof shall be evidenced, and provided for the needed increases and should be tied to a Consumer Price Index (CPI) for the Western States Region.
- 45.4 In any case, the requested price increase shall not be greater than five percent (5%) of the current price awarded in either the resulting contract of this RFP's initial term and/or subsequent Amendment(s) unless market conditions warrant a higher increase as shown in the CPI.

46.0 CHECKLIST FOR PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS

- ☐ Provide a complete TABLE OF CONTENTS of the proposal submission.
- ☐ Include a Statement/Letter of Interest as follows:
 - ☐ Submit on Proposer's letterhead with full organization name.
 - ☐ Address; phone number; fax number; organization direct email address (if available); and website address.
 - ☐ Legal status (i.e., sole proprietor, partnership, corporation, etc.).
 - ☐ State whether the organization is national, regional, or local.
 - ☐ State the location of the office from which the organization's work/service would be provided. For organizations with multiple offices, briefly summarize for each office (identify *HOMEBASE*, if multi-office organization).
 - ☐ Explain why the organization is interested in providing work/services to WCSD.

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- ☐ Clearly identify one individual who will serve as WCSD's main point-of-contact for this RFP process only and include a phone number and email address.
- ☐ Evaluation Criteria A through E (per Section 47) must be addressed and included in submitted proposal.
- ☐ Provide an overview of the organization and its work/service, describing its capabilities, experience, and knowledge. Overview should demonstrate range of experience (project types, client mix) with other public sector clients including other school districts. Explain the organization's experience with school districts of similar size.
- ☐ Provide a detailed description of the firm's experience in the field of E-Rate Consulting including number and size of clients and the scope of work performed for other agencies. Describe in detail how firm proposes to provide services as described in Sections 42 and 43 of this RFP document. Proposer must show a proven track record of providing services similar to described in Sections 42 and 43 within project guidelines resulting in high value to WCSD in relation to contract cost.
- ☐ Provide the following, also addressed in Section 1.1.4 (FINANCIAL STABILITY):
 - Submit (A) Balance Sheets and (B) 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 (A and B at minimum) are not provided with proposal.
 - The 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 Service for review (Section 47.0 – Evaluation Criteria A). **Do NOT include this documentation in the proposal binders.** Only one (1) copy of the documents is required with submission.
 - Should a privately held company deem certain financial information to be **confidential**, it must identify what information is to be considered confidential as supported by law.
- ☐ Provide **ALL** itemized cost/pricing and fee information and/or schedule (Section 47.0 – Evaluation Criteria B) in one (1) separate, sealed envelope as instructed in Section 1.1.5. WCSD is seeking a flat fee or fixed price for services rendered. The flat fee will be paid over time during the funding year based on deliverables. Cost/pricing information should include a breakdown of deliverables tied to the payment of a portion of the overall flat fee.
- ☐ Complete and submit **ALL** Required Submittal Forms (Sections 50.0 through 52.0) or the proposal may be rejected with exception to not providing a signature on Section 52.0. Provide these required forms in RFP submission under a separate tab or tab(s) within the proposal binders.
 - **Should Proposer fail to sign the RFP document (Section 52.0), the proposal will be disqualified/rejected (refer to Page 1).**
- ☐ Provide an organizational chart showing the structure of the team and the key personnel to be assigned to projects.
- ☐ 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.
- ☐ Clearly identify proposed project staffing based on project size and complexity. Include resumes and a brief synopsis of experience of said staffing.
- ☐ If the 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.

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- ☐ Identify potential sub-consultants, if any, by name, address and describe work that may be performed.
- ☐ If applicable, provide any information related to Loss of Contract and/or Inability to Fulfill Requirements (refer to Section 7.4).
- ☐ Provide at least four (4) business related references specific to the scope of work/services requested of this RFP. References must include:
 - ☐ Organization Name
 - ☐ Organization Address
 - ☐ Phone Number
 - ☐ Fax Number
 - ☐ Contact Person Name
 - ☐ Contact Person's Email
 - ☐ Organization's Website Address
 - ☐ Description of Proposer's Work/Services Provided to the Referring Organization
- ☐ Submit any proposed contract required by the Proposer. WCSD may elect to execute Proposer's contract provided WCSD's standard terms and conditions in this proposal are incorporated into the final contract. Unless otherwise identified as such, WCSD's contract language takes precedence in all cases.

47.0 EVALUATION CRITERIA

Evaluation Criteria A through E 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 CFO or Board of Trustees as appropriate:

A. FINANCIAL STABILITY (PASS or FAIL)

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

- B. Overall Costs to WCSD Proposers should submit all costs associated with the delivery of the requested services. WCSD is looking for a flat fee or fixed cost proposal for each E-Rate funding year. The flat fee will be paid over time during the funding year based on deliverables. Cost/pricing information should include a breakdown of deliverables tied to the payment of a portion of the overall flat fee. All costs should be submitted in a separate, sealed envelope. This separate, sealed envelope should be within the sealed box, but not in the proposal binders.
- C. Qualifications and experience of Proposer's personnel, including proposed contract representative(s) and any technical consultants.
- D. Vendor's approach to successful completion of contract deliverables, as displayed in proposal submittal.
- E. References with firms Proposer has provided E-Rate consulting services to similar in size or larger than Washoe County School District.

48.0 FORMAL INTERVIEWS & PRESENTATIONS

WCSD may elect to request formal presentations/interviews of the Finalists to provide an opportunity to present proposals to the evaluation committee. These formal interviews and presentations are TENTATIVELY scheduled

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to take place September 13, 2022. The formal presentations/interviews will take place at a WCSD local site of choosing and Proposers chosen to participate in the interview and presentation process will be notified of the actual date, time, and location. At its sole discretion, WCSD may opt to award this RFP based on proposals only without presentations/interviews.

49.0 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 & Time:
RFP Released/Posted/Distributed	July 14, 2022
Deadline for Submitting Questions (<i>via email</i>)	July 27, 2022 at 4:30 pm (local time)
Addendum for Q & A Posted	August 1, 2022
Sealed Proposals Due/Open	August 15, 2022 at 2:00 pm (local time)
Formal Interviews & Presentations of Finalists	September 13, 2022
Letter of Intent/Recommendation of Award (ROA)	September 15, 2022
Award by CFO or Board of Trustees	October 11, 2022
Notice of Award	October 12, 2022

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

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REQUIRED SUBMITTAL FORMS

Sections 50.0 through 52.0

50.0 PUBLIC DISCLOSURE FORM

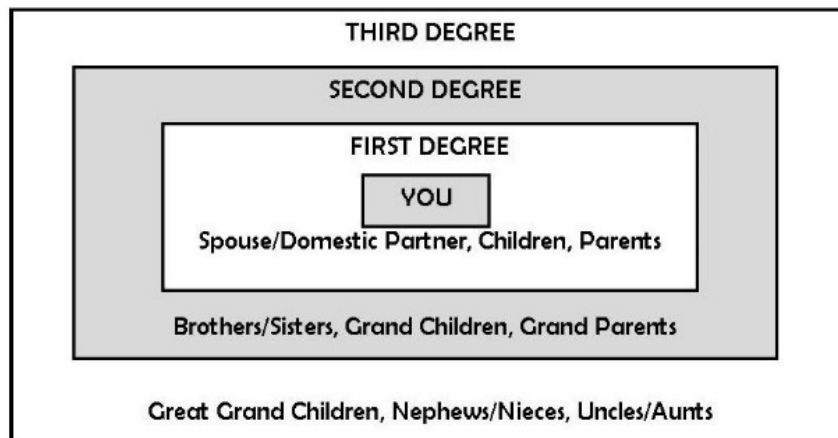
Submitting Organization Name: _____

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

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

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

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



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Complete Public Disclosure Form below. Additional sheets may be attached if necessary. Write/type "N/A" one the first line entry the fields are not applicable. This form is **required** with RFP response submission.

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

Signature: _____
Print Name: _____
Title: _____
Date: _____

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51.0 EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS

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

52.0 RFP SUBMISSION AUTHORIZED SIGNATURE

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 Vendor'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.

In compliance with this RFP and subject to all the terms, conditions, and specifications thereof, the undersigned authorized agent offers and agrees that if this RFP is awarded, the company named below will furnish any or all the items herein at the prices, terms, and delivery stated. Per Section 7.3, by way of a submitted signed proposal, the Proposer provides written certification that the Proposer is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency AND per Section 7.3 is not currently engaged in, and during the term, shall not engage in, a Boycott of Israel as outlined in NRS 332.065 (effective July 1, 2018).

Should Proposer fail to sign the RFP document below, the proposal will be disqualified/rejected (refer to Page 1).

Authorized Signature

Print Name

Title

Organization Name

Date