

LYON COUNTY SCHOOL DISTRICT



**25 EAST GOLDFIELD
AVENUE YERINGTON, NV
89447 REQUEST FOR
PROPOSALS
WIDE AREA NETWORK (WAN) AND DARK FIBER
SERVICES RFP-1709IT**

CONTRACTORS ARE CAUTIONED NOT TO MAKE CHANGES TO ANY OF THE TERMS AND CONDITIONS IN THIS SOLICITATION. DOING SO MAY RENDER A CONTRACTOR'S PROPOSAL UNACCEPTABLE AND SUBJECT TO REJECTION. QUESTIONS AND INQUIRES MAY BE ADDRESSED AS OUTLINED IN PART 2 SECTION 4.0 OF THIS SOLICITATION.

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PART I: SCOPE OF WORK

1.0 INTRODUCTION

This Request for Proposals (RFP) is soliciting proposals for qualified vendors to provide Dark Fiber services (Leased or IRU) or fully-managed Wide Area Network (WAN) services (Lit Fiber services) to meet the increasing bandwidth requirements of Lyon County School District (LCSD).

LCSD intends to seek E-Rate reimbursements for all E-Rate eligible products and services in this proposal. LCSD shall utilize the Service Provider Invoice (SPI) reimbursement process for this project (LCSD would be invoiced only for its non-discounted portion and service provider would invoice USAC directly).

2.0 BACKGROUND

This RFP will be used to complete LCSD's WAN fiber project. LCSD has 18 school sites. Currently 10 of the 18 are connected via fiber, the 8 remaining schools are the fiber WAN connections we are seeking in this RFP.

3.0 SCOPE OF SERVICES

LCSD wishes to compare lit services, leased dark fiber service, and Indefeasible Right of Use (IRU) dark fiber service, to meet the current and future bandwidth needs. LCSD has experienced significant increases in demand for bandwidth over the last five years, and anticipates further increases based on current trends and growing demand. LCSD is particularly interested in scalable solutions that will allow LCSD to upgrade services in response to demand.

LCSD is seeking three (3) options for proposals. Respondents may propose one or more service options as follows:

Option 1 - Lit Fiber Service—Fully managed, lit fiber WAN service to each of the listed school locations. The respondent would own the equipment on each end of a circuit and provide 24x7x365 monitoring and technical support for the service.

Option 2 - Leased Dark Fiber Service—Leased dark fiber solution that includes special construction, monthly lease fee, maintenance, technical support and, if applicable, operations. The respondent would provide 24/7/365 monitoring of the fiber plant and repair any fiber cuts or other fiber damage.

Option 3 - Indefeasible Right of Use (IRU) of Fiber Service—Dark fiber IRU solution that includes special construction, the IRU fee, fiber maintenance, and technical support and, if applicable, operations. The respondent would provide 24x7x365 monitoring of the fiber plant and repair any fiber cuts or other fiber damage.

The bids LCSD seeks for operation and technical support of the Leased Dark Fiber or IRU solutions should be priced separately from the recurring fiber lease or IRU costs.

Technical specifications for each service option are included in Section 3.1 below.

LCSD will evaluate long-term contract options for lit, leased dark, and dark (IRU) fiber services, as defined by the FCC's December 2014 Second E-Rate Modernization Order (FCC 14-189)¹.

LCSD intends to apply for support from the E-Rate program (more formally known as the schools and libraries universal service support mechanism) for the services that are the subject of this proposal. All options can include special construction or one-time E-Rate eligible non-recurring costs as well as E-Rate eligible recurring circuit costs. Vendors should refer to the Eligible Services List published for FY2018:

http://transition.fcc.gov/Daily_Releases/Daily_Business/2017/db1005/DA-17-973A1.pdf.

This project is contingent upon LCSD receiving all requested E-Rate support (after confirmation of receipt of a Funding Commitment Decision Letter (FCDL) for the subject funding year), however, E-Rate funding notification alone will not signify Notice to Proceed. Proposals will be evaluated based on the Evaluation Criteria in Part IV Section 3 below, and LCSD will determine, in its sole discretion, which, if any, of the solutions is acceptable. LCSD may or may not proceed with the project, in whole or in part, depending on the level of E-Rate funding approved.

¹ *Second E-Rate Modernization order*, 29 FCC Rcd 15538, 80 FR 5961, 80 FR 37177, 80 FR 80263
(https://apps.fcc.gov/edocs_public/attachmatch/FCC-14-189A1_Rcd.pdf)

3.1 TECHNICAL SPECIFICATIONS

Respondents should respond to at least one of the following:

Lit Fiber Service—Fully managed, lit fiber WAN service to each of the listed school locations.

Leased Dark Fiber Service— Leased dark fiber solution that includes special construction, monthly lease fee, maintenance, and operations.

Indefeasible Right of Use (IRU) of Fiber Service — Dark fiber IRU solution that includes special construction, the IRU fee, fiber maintenance, technical support, and operations.

For Leased Dark Fiber Service and IRU service, respondents are encouraged to also include fiber maintenance and operations and equipment options. Pricing fiber maintenance and operations and equipment options should be separate from fiber lease or IRU charges. Partnerships and/or subcontractors are acceptable when providing a response to any requirement. Partners and subcontractors roles should be clearly defined within the response.

All options must include any applicable special construction or one-time E-Rate eligible non-recurring costs as well as E-Rate eligible recurring circuit costs. Based on the Evaluation Criteria (see Part IV Section 3) and both a short-term and long-term cost-effectiveness analysis, the LCSD will determine which, if any, of the solutions is acceptable.

USAC recently provided clarification regarding the placement of excess strands for service provider use in E-rate leased dark fiber or leased lit fiber special construction projects. This clarification is as follows:

For lit services special construction and leased dark fiber special construction, if the service provider wishes to place extra strands in the build for its own use, the E-rate applicant must cost allocate the cost of the service provider-owned extra strands, as well as all incremental costs of those extra strands from the special construction E-rate funding request. It is not a pro-rata share but an incremental cost calculation that must be backed by detailed documentation.

Here is an example from Funding Year 2018 USAC E-rate applicant training:

COST-ALLOCATION: FIBER EXAMPLES

- Example 1:** Leased lit fiber or leased dark fiber provider installs 12-strands in fiber run to a large school district hub and wants to add 36 additional strands for its own ineligibile use, resulting in additional labor costs (e.g., splicing) and plant costs (e.g., larger termination boards, additional handholes).

Result: Cost of 36 additional fiber strands and all associated incremental increases in costs (e.g., the additional labor/outside plant costs) above what would be incurred if only the 12-strands of fiber were installed must be allocated out of the applicant's special construction funding request.

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If the respondent plans to install fiber in excess of 12-strands, the respondent should include documentation which outlines the added incremental costs attributable to designing, managing and constructing a fiber system with a 48-strand cable instead of a 12-strand cable. Such costs should include (but are not limited to):

- Splice Labor. If any fibers over the applicant's fibers are spliced, the labor for these additional splices must be cost allocated.
- Splice Enclosures are placed to protect splices. If any fibers over the applicant's fibers are spliced and require an enclosure, the enclosures for these additional splices must be cost allocated.
- Fiber Installation Labor. This represents the incremental cost of pulling a larger cable through the buried conduit.
- Structured materials installation. This represents the additional cost of burying a larger conduit to support the additional fibers.

Specifications related to each service option follow:

3.1.1 LIT FIBER SERVICE OPTION SPECIFICATIONS

Respondents shall propose the provisioning of lit fiber for a five (5) year term with five (5) one year renewal options that connects the designated endpoints listed in Appendix F.

Respondents shall provide a fully managed point-to-point lit fiber service that connects the designated endpoints listed in Appendix F to one of the Data Center facilities (Fernley Hill Data Center or Dayton Data Center). Respondents will propose to connect school sites to their respective Data Center Facilities.

The lit fiber transport must provide Wide Area Network (WAN) services with a Committed Information Rate (CIR) of 1Gbps scalable to 10Gbps in 1Gbps increments without change of premises equipment, to the LCSD school sites (see Appendix F).

LCSD is looking for lit solutions that meet following minimum technical requirements:

- Vendor must be able to provide Layer 2 managed WAN service
- All connections should be carrier-grade throughput capacity, full duplex to all school sites. Line outage detection must include repair resolution and call response resolution with resolution time frames.
- High Speed circuits at all remote sites and school campuses will be 1 Gbps scalable to 10G or better once transitioned to the proposed service.
- All services and connections must interoperate transparently, supporting open-standards and open architectures.
- Vendor must be a telecommunication provider operating in a manner consistent with the regulations of the Federal Communications Commission, and the Federal Communications Act of 1934, as amended.

All lit service circuits must support Quality of Service (QoS) and have the ability to apply rate limiting guarantees to specific packet types to ensure Quality of Service at each WAN link. The network must have the ability to support multiple QoS policies and prioritization queues across each link in the WAN to reduce latency and packet loss and guarantee throughput for data, voice, and video.

The lit fiber transport shall meet the following network specifications:

- 99.99% guaranteed uptime for a 12-month period excluding fiber outages, 99% uptime for a 12-month period excluding fiber outages
- Network latency commitment <20 milliseconds roundtrip
- Network jitter commitment <5 milliseconds
- Packet Loss Rate commitment <0.25% between circuit endpoints
- At all times, delivery of 100% of the committed information rate

A violation of the network specifications for uptime measured over the course of any month for any link shall result in a credit of one month's service for that month for that link. A violation of any of the other specification terms that persists for a total of eight (8) hours for any link also shall result in a credit of one month's service for that month for that link. The outage or

SLA violation does not need to be consecutive to result in the credit. More than three months of credit-causing SLA violations will be grounds for termination of the agreement for cause.

The respondent may not limit or throttle the capacity of the services to LCSD at any time for any reason.

3.1.2 LEASED DARK FIBER SERVICE OPTION SPECIFICATIONS

Respondents shall propose the provisioning of dark fiber for 10-year or 20-year lease term, to be lit by respondent (managed service) or another party (LCSD or a third party) that connects the designated endpoints listed in Appendix F to one of the Data Center facilities (Fernley Hill Data Center or Dayton Data Center). Respondents will propose to connect school sites to their respective Data Center Facilities. This will be a fiber network owned by the respondent, or in which the respondent has been granted a long-term lease or IRU by a third-party owner that allows the respondent to re-lease the proposed fibers for the term the respondent proposes to LCSD, however, LCSD will own the equipment required to light the dark fiber.

A dark fiber connection is considered at least two direct, unlit, non-routed segments/strands of single-mode fiber with termination of unlit fiber via LC connectors. Fiber optic cable may be jumped at distribution points, but will not connect to routing, re-transmitting, or other electrical monitoring equipment.

The dark fiber transport must provide dark fiber that conforms to G.652 or better standards.

If the Respondent proposes a managed service, the dark fiber transport must provide equipment and a lit transport capable of no less than 1Gbps and be scalable to 10Gbps. Once lit, the transport shall meet the following network specifications:

- 99.99% guaranteed uptime for a 12-month period excluding fiber outages, 99% uptime for a 12-month period excluding fiber outages
- Network latency commitment <20 milliseconds roundtrip
- Network jitter commitment <5 milliseconds
- Packet Loss Rate commitment <0.25% between circuit endpoints
- At all times, delivery of 100% of the committed information rate

A violation of the network specifications for uptime measured over the course of any month for any link shall result in a credit of one month's service for that month for that link. A violation of any of the other specification terms that persists for a total of 8 hours for any link also shall result in a credit of one month's service for that month for that link. The outage or SLA violation does not need to be consecutive to result in the credit. More than three months of credit-causing SLA violations will be grounds for termination of the agreement for cause.

The transport network must terminate service and infrastructure at each endpoint in a designated network closet/equipment room/basement area inside of each building.

3.1.3 INDEFEASIBLE RIGHT OF USE (IRU) OF FIBER SERVICE OPTION

Respondents shall propose a design for a 10-year or 20-year indefeasible right of use (IRU) for at least two (2) strands of fiber that connect the designated endpoints listed in Appendix F to one of the Data Center facilities (Fernley Hill Data Center or Dayton Data Center).

Respondents will propose to connect school sites to their respective Data Center Facilities.

This will be a fiber network owned by the respondent, or in which the respondent has been granted a long-term lease or IRU by a third party that allows the respondent to re-lease the proposed fibers for the term the respondent proposes to LCSD. The LCSD will own the equipment required to light the dark fiber. Please provide the distance that your proposed path(s) will take to connect the Data Center Facilities and school sites indicated in Appendix F.

The IRU agreement should include a survivability that maintains the terms and conditions of the IRU in case of respondent insolvency or if they respondent is acquired by a third party.

The dark fiber transport must provide dark fiber that conforms to G.652 or better standards. A dark fiber connection is considered at least two direct, unlit, non-routed segments/strands of single-mode fiber with termination of unlit fiber via LC connectors. Fiber optic cable may be jumped at distribution points, but will not connect to routing, re-transmitting, or other electrical monitoring equipment.

A schedule must be provided for replacement of fiber that no longer meets adopted industry specifications.

If the Respondent proposes a managed service, the IRU'd fiber transport, once lit, shall meet the following network specifications:

- 99.99% guaranteed uptime for a 12-month period excluding fiber outages, 99% uptime for a 12-month period excluding fiber outages
- Network latency commitment <20 milliseconds roundtrip
- Network jitter commitment <5 milliseconds
- Packet Loss Rate commitment <0.25% between circuit endpoints

A violation of the network specifications for uptime measured over the course of any month for any link will result in a credit of one month's service for that month for that link. A violation of any of the other specification terms that persists for a total of eight hours for any link also will result in a credit of one month's service for that month for that link. The outage or SLA violation does not need to be consecutive to result in the credit. More than three months of credit-causing SLA violations will be grounds for termination of the agreement for cause.

The IRU'd fiber transport network must terminate service and infrastructure at each endpoint in a designated network closet/equipment room/basement area inside of each building.

A service schedule must be provided for equipment lifecycle management that defines when managed equipment will be upgraded, replaced, reaches full capacity and/or reaches end of life.

3.1.4 EQUIPMENT REQUIREMENTS

If the Respondent proposes equipment-only or a managed dark fiber service, the proposed equipment must be capable of a Committed Information Rate (CIR) of 1Gbps scalable to 10Gbps.

LCSD currently owns and operates Extreme Networks Summit EXT-X670-G2-48x-4q switches. The proposed equipment shall, at a minimum, have specifications equivalent to the Extreme Networks Summit EXT-X670-G2-48x-4q switches.

Respondents must provide details of the equipment they are proposing to provide LCSD. Respondents shall provide a Bill of Materials for the proposed equipment, as well as a thorough explanation of the equipment lifecycle and warranty.

4.0 COST PROPOSAL

As part of the financial proposal response, the Respondent must complete the attached Fiber Pricing Matrix Workbook (Appendix D) and provide pricing for each proposed Service Option in the appropriate worksheet.

Respondents are cautioned not to include any pricing within their technical response. Respondents must submit pricing per Part III Section 3.0 below. Respondents that include pricing with their technical response may have their response deemed non-responsive and the entire response rejected.

The Fiber Pricing Matrix Workbook is comprised of the following worksheets; Lit Fiber Services, Leased Dark Fiber, IRU, Operations, and Equipment.

Lit Fiber – To be filled out when the respondent is proposing the lit fiber service option

Leased Dark Fiber, Operations, and Equipment – To be filled out when the respondent is proposing the Leased Dark Fiber service option

IRU, Operations, and Equipment – To be filled out when the respondent is proposing a Dark Fiber IRU.

The Respondents shall only fill out the worksheets applicable to the service(s) they are proposing. For example, if the respondent only proposes to provide lit fiber services, they would only fill out the “Lit Fiber” worksheet, leaving the others blank. If the respondent proposes to provide lit services, leased dark fiber services, or an IRU fiber service option they shall fill out all applicable worksheets. If the respondent proposes to provide a leased dark fiber option they would fill out the “Leased Dark Fiber”, “Management”, and “Equipment” worksheets.

Note that the eligibility requirements for reimbursement of special construction and services have changed as of funding year 2016. See the FCC Second E-rate Modernization Order for more information.² New fiber special construction charges for lit service, IRU, or self-provisioned fiber projects as defined by the order include construction, design, engineering, and project management.

4.1 LIT FIBER SERVICE OPTION

The respondent shall provide pricing for services beginning at 1Gbps in 1Gbps increments up to 10Gbps between the Data Center site (Fernley Hill Data Center or Dayton Data Center) and the listed school sites.

The respondent shall provide pricing for 60-months terms of service, with five (5) one year

² *Second E-Rate Modernization order*, 29 FCC Rcd 15538, 80 FR 5961, 80 FR 37177, 80 FR 80263 (https://apps.fcc.gov/edocs_public/attachmatch/FCC-14-189A1_Rcd.pdf)

renewal options. LCSD policies prohibit payments in advance of services received. Non-recurring costs (NRC) should reflect payment the Respondent seeks to build the infrastructure and provision the service when new fiber will NOT be installed. Special construction costs should reflect payment the Respondent seeks to build the infrastructure and provision the service when new fiber WILL be installed. If new fiber installation is not necessary, the payment is considered an NRC and must be entered into the pricing sheet accordingly.

The respondent shall provide pricing for all NRC, special construction costs, monthly recurring charges (MRC), and monthly maintenance costs for each term of service.

Respondents are required to separate special construction charges (if applicable) as defined by E-Rate program eligibility rules.

4.2 LEASED DARK FIBER SERVICE OPTION

The respondent shall provide pricing for 120-month and 240-month terms of service.

The respondent shall provide pricing for eligible special construction costs, monthly recurring charges, and monthly maintenance costs. If there are non-eligible construction costs, the respondent shall provide separate pricing for those costs.

LCSD will not be responsible for any Rights of Way (ROW), Easement, Pole relocation, pole replacement, pole attachment fees. The respondent will take the position of fiber owner in leased dark fiber or IRU proposal to the applicant. All costs related to annual operations of the fiber, including ROW, easements, pole attachment fees, pole repair or replacement fees and all locate fees shall be the responsibility of the respondent.

If pole owner(s) or right-of-way owner(s) required fiber is to be relocated or moved underground, the respondent shall cover the costs of relocation. If Right of Way/Easement owner requires relocation of buried fiber any time during the lease term, this shall be the responsibility of the respondent.

The respondent shall be responsible locating fiber at its own cost, including where that fiber is on LCSD property.

4.3 IRU SERVICE OPTION

LCSD is interested in IRU-type pricing with a one-time capital cost payment for a 10-year IRU and/or 20-year IRU combined with all-inclusive recurring maintenance costs for the entire length of the IRU. The maintenance costs should be separated from the lease costs.

The respondent shall provide pricing for IRU costs for one pair of fiber, annual maintenance, and eligible special construction costs for the 10-year and/or 20-year IRU. Preference will be given to proposals that offer pricing with most of the costs being paid upfront and minimal annual maintenance costs.

If the respondent proposes special construction charges, LCSD expects significant reductions from prevailing market rate for the IRU fee and annual maintenance charges. If there are non-eligible construction costs, the input to the price matrix shall show non-eligible construction costs as a percentage of the total costs.

LCSD will not be responsible for any Rights of Way (ROW), Easement, Pole relocation, pole replacement, pole attachment fees. The respondent will take the position of fiber owner in leased dark fiber or IRU proposal to the applicant. All costs related to annual operations of the fiber, including ROW, easements, pole attachment fees, pole repair or replacement fees and all locate fees shall be the responsibility of the respondent.

If pole owner(s) or right-of-way owner(s) required fiber is to be relocated or moved underground, the respondent shall cover the costs of relocation. If Right of Way/Easement owner requires relocation of buried fiber any time during the lease term, this shall be the responsibility of the respondent.

The respondent shall be responsible for locating fiber at its own cost, including where that fiber is on LCSD's property.

Respondents are required to separate special construction charges (if applicable) as defined by E-Rate program eligibility rules.

4.4 OPERATION/TECHNICAL SUPPORT OF LEASED DARK OR IRU FIBER

The respondent shall provide pricing, as a separate line item, for an annual management cost to oversee technical support once the leased dark or IRU fiber is available for service. Include price details in the "Operation" worksheet of the Fiber Pricing Matrix workbook for equipment necessary to place the circuits into service at different bandwidth levels, installation and configuration of equipment, and annual management cost of the equipment/circuits. Management of leased dark or IRU fiber may be proposed as a stand-alone service; however, management can be "bundled" with a dark fiber option by filling out both worksheets in the Fiber Pricing Matrix workbook as part of the proposal response.

"Bundled" solutions will be preferred, and will be considered in the evaluation of proposals.

The annual management cost should include provision of the following general conditions. Specific conditions will be documented in a Service Level Agreement (SLA):

- Procurement of necessary hardware to light the fiber path(s)
- Installation and configuration of equipment to put circuits into service
- Lifecycle management of equipment
- Network monitoring on a 24x7x365 basis
- Creation and communication of service tickets to LCSD escalation list
- Incident response with timing standards that are in accordance to a respondent-provided service level agreement that meets general industry standards
- Other industry standard provisions of broadband service technical support

- Re-provisioning of equipment necessary to put circuits back into service after an outage

The equipment procured by the respondent as part of the managed service will be owned by the LCSD. Include price details in the “Equipment” worksheet of the Fiber Pricing Matrix workbook for the purchase of equipment needed to light the dark fiber.

5.0 PROJECT EXECUTION BY PHASE

The following describes the requirements for the execution of each phase of the project and the required project deliverables.

The project may or may not include each phase depending on the service option. The phases included in each option are defined in the following:

- Lit Fiber Service Option—Project Initiation through Additional Planning; Documentation and Manuals; Final Acceptance
- Leased Dark Fiber Service Option—Project Initiation through System/Component Delivery; Documentation and Manuals; Final Acceptance
- Indefeasible Right of Use (IRU) of Fiber Service Option—Project Initiation through System/Component Delivery; Documentation and Manuals; Final Acceptance

For each project deliverable, the selected vendor (“vendor”) will be expected to submit a draft to the LCSD for review and comment, then update and submit a revised version to the LCSD for approval.

The contents of each deliverable are defined in the phase descriptions below. During the project, the LCSD and vendor may determine modified or different deliverables are required and will redefine. A deliverable will be considered complete upon final approval by the LCSD.

The vendor shall include in its technical proposal an estimated project schedule showing tasks and major milestones items required of LCSD, and which highlights the critical path. The schedule shall include project initiation, design, configuration, installation, testing, and integration tasks, as applicable, to be completed by the respondent and its subcontractors.

5.1 PROJECT INITIATION

The vendor shall conduct a project kickoff meeting after award with LCSD to review project objectives, schedule, share relevant documentation, review status reporting methodologies, finalize the requirements, and introduce key personnel.

The vendor shall deliver a Project Plan including, at a minimum, the following sections:

- Communications plan
- Change management plan
- Quality management plan
- Risk management plan
- Staffing and subcontracting plan
- Updated schedule and work breakdown structure

The vendor shall develop a Requirements Traceability Matrix (RTM) that lists the stakeholder

requirements for the network. The RTM will be used to demonstrate that the project requirements are being met throughout system design, implementation, and testing.

Deliverables for this phase will include:

- Project Plan
- Requirements Traceability Matrix (initial)

5.2 DETAILED DESIGN

The vendor shall develop a detailed design of the solution including, at a minimum, the following:

- Executive summary
- Existing system information/background
- Design description including written description and diagrams, maps, fiber routes, etc.
- Functional description of the network to be installed

The vendor shall update the RTM by tracing the design elements to the appropriate requirements.

The vendor shall conduct an on-site preliminary design review with LCSD and update the design accordingly.

The vendor shall submit a final design for approval by LCSD. Deliverables for this phase will include:

- Detailed design
- Design review meeting
- Updated RTM

5.3 ADDITIONAL PLANNING

Based on the approved detailed design, the vendor shall provide the following deliverables during this phase:

- Implementation Plan
- Cutover/Migration Plan
- Test Plan (tests must align with RTM)
- Maintenance Plan
- Service Level Agreement
- Updated schedule

5.4 SYSTEM COMPONENT SHIPPING/DELIVERY

If the service option requires the provision of network equipment, the vendor shall deliver system components to locations defined by LCSD. Product purchases cannot be made until LCSD issues a formal acceptance.

Deliverables will include:

- Delivery information
- Product warranty information
- Updated schedule

5.5 DOCUMENTATION AND MANUALS

The required documentation and manuals will depend on the service option provided. The vendor shall supply, with system delivery, complete documentation including equipment warranties, maintenance and operations manuals for any equipment provided. This documentation shall include, as required, project-specific and pertinent plans, wiring lists, operating instructions, parts/equipment/serial number lists (by location), system block and level diagrams, circuit schematic diagrams, alignment and calibration procedures, maintenance charts and tables, and a listing of all equipment and devices required to test and certify the complete system, as applicable. The vendor shall fully assign to LCSD all product warranties, effective upon the earlier of Final Acceptance or actual beneficial use by LCSD.

These documents must be supplied a minimum of 30 days prior to overall system acceptance.

The vendor shall provide brochures and technical specification sheets for products furnished, as applicable.

The vendor shall provide three sets of documentation and manuals to LCSD. Deliverables during this phase will include:

- Complete documentation as specified
- Product warranty assignments from prime vendor to LCSD
- Updated schedule (documentation is an essential component of installation)

5.6 FINAL ACCEPTANCE

LCSD shall grant final acceptance upon approval of the required documentation, delivery of required equipment and services, and the system is proven functional to LCSD' satisfaction.

Deliverables during this phase will include:

- Completed punch list
- Updated RTM
- Updated schedule

6.0 WARRANTY, MAINTENANCE, AND SERVICE LEVEL AGREEMENT

6.1 INITIAL EQUIPMENT WARRANTY

The respondent shall include an initial equipment warranty and maintenance period of not less than one (1) year. The initial warranty and maintenance coverage shall protect all equipment and services delivered under the Contract from defects in operation, design, materials, and workmanship. If the respondent's equipment is covered by a manufacturer's warranty in excess of one (1) year, the length of the included warranty term shall be clearly specified in the respondent's proposal. Any and all restrictions and/or limitations to warranty coverage should be clearly defined in the respondent's proposal.

The first-year warranty and the maintenance periods shall begin upon Final Acceptance of the system as specified herein. The respondent's warranty shall warrant and guarantee further that the equipment and installation furnished hereunder is of good workmanship and materials and that the solution is properly designed, operable and equipped for the proposed use by LCSO and is in strict conformity with the equipment and performance specifications and the applicable Contract documents. The respondent shall be responsible for any needed warranty actions including all parts and labor, supervision of subcontractors, travel and all other expenses required to deliver a whole and operational system as described in the RFP. The respondent shall state the procedure and methodology for obtaining system repairs during the warranty coverage period.

6.2 ONGOING MAINTENANCE OF LEASED DARK OR IRU FIBER OPTIONS

LCSO will require ongoing maintenance of the fiber for the leased dark or IRU fiber construction options. These requirements do not pertain to a lit fiber option.

The respondent shall maintain the applicable fiber seven (7) days per week, twenty-four (24) hours per day, three hundred sixty-five days a year.

Upon notification from LCSO of a malfunction relating to the applicable fiber, respondent shall respond on site to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence.

Other typical maintenance requirements are as follows:

- IRU'd fiber requires maintenance as part of the response, even if maintenance is subcontracted out to a third party. In the case of the third-party maintenance, the respondent must hold and manage the subcontract and is ultimately responsible for satisfying the obligations stated in the SLA. For a leased dark or IRU solution, it is assumed that the fiber network is part of a more comprehensive fiber infrastructure owned or controlled by the service provider. The respondent will include only the portion of maintenance that is required to support LCSO's fiber segments versus overall network maintenance.
- Maintenance must be included for entire time span of the IRU.

- As part of the maintenance contract for an IRU, the fiber owner (not LCSD) must accept responsibility for and perform timely repairs in the event of a catastrophic cut or relocate.

The respondent shall provide an overview of fiber maintenance practices in its proposal including:

- Routine maintenance and inspection
- Scheduled maintenance windows and scheduling practices for planned outages
- Handling of unscheduled outages and customer problem reports
- Description of the agreements in place with applicable utilities and utility contractors for emergency restoration
- Repair procedures for fiber breaks
- Mean time to repair
- Replacement of damaged fiber
- Replacement of fiber which no longer meets current industry-adopted specifications such as G.652 and its successors
- Policies for customer notification regarding maintenance
- Process for changing procedures, including customer notification practices
- Process for moves, adds and changes
- Process for responding to locate requests. Locate costs are to be included in the overall lease cost the respondent has proposed to LCSD.

6.3 SERVICE LEVEL AGREEMENT

The respondent shall provide a sample SLA for each of the options proposed. The respondent shall designate what service levels are included and what alternative service levels may be available at additional or lower cost.

The SLA shall include, at a minimum, the following sections with levels applicable to each proposed option including requirements stated elsewhere in this RFP:

- Overall Service Description
- Service Interruption, Degradation, or Loss of Service Reporting and Resolution Plan— Upon interruption, degradation or loss of service, LCSD may contact provider by defined method with a response based on trouble level. Upon contact from LCSD, the provider support team will initiate an immediate response to resolve any schools issue. LCSD will receive rapid feedback on trouble resolution, including potential resolution time. LCSD will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
- Available Remedies and Sanctions – An allowance for service interruption, degradation, or loss of service including eligibility for credit. Continual loss of service will incur outlined additional sanctions. Response Time/M Measurement— Response and resolution times must be within the respective timeframes for each tier of service issue; Critical, Major, and Minor. Time starts from the time LCSD contacts the respondent and identify the problem.

Response Level	Response Time	Resolution Time
Critical	30 minutes	4 hours
Major	2 hours	24 hours
Minor	48 hours	72 hours or within next maintenance window

SERVICE ISSUE DEFINITIONS

Minor

An issue with the LCSD’ connection to or equipment at any given school site would be considered “Minor issue” if any of the following conditions occur:

- Any hardware/software/fiber degradation (leased dark fiber) alarms that could eventually escalate to a major or critical issue.
- Any problems with the Respondent’s trouble ticket system.
- Any issue that has the potential for negatively affecting the functional performance of the
- LCSD’ vendor-provided service at an individual site.

Major

An issue with the LCSD’ connection to or equipment at any given school site would be considered “Major issue” if any of the following conditions occur:

- Any developing negative performance trends as indicated by network monitoring systems that has the potential to affect multiple sites.
- Any major hardware/software/fiber degradation (leased dark fiber) alarms (as negotiated) that would indicate an impending failure on any monitored equipment.
- Any minor problem not resolved in the maximum response time.

Critical

An issue with the LCSD’ connection to or equipment at any given school or core site would be considered “Critical issue” if any of the following conditions occur:

- Any service failure at a core site that affects service to more than ten (10) school sites.
- Degraded or no data or voice connectivity to any centralized resources and/or the Internet due to a large-scale issue with respondent-provided services.
- Problems or outages of the respondent monitoring/management system.
- Any major problem not resolved in the maximum response time.
- Any fiber cut with leased dark fiber

The transport network must terminate service and infrastructure at each endpoint in a designated network closet/equipment room/basement area inside of each building.

- Escalation—In the event that service has not been restored in a timely manner, or LCSD does not feel that adequate attention has been allocated, LCSD can escalate the trouble resolution by request. A list of escalation contacts will be provided when the implementation schedule is completed.
- Specifications—Statements that the provider will meet or exceed service levels defined in the specifications described herein for each option
- Network Operations Center (NOC)—The NOC will provide network monitoring and support functions to LCSD including problem tracking, resolution, and escalation support management on a 24x7x365 basis. LCSD should have the right and be encouraged to call concerning any problems that may arise relative to its connection with provider services.
- Reports—Upon request, an incident report will be made available to LCSD within five (5) working days of resolution of the trouble.
- Link Performance per Segment—The respondent will maintain the proposed link performance throughout the term of the contract (managed services).
- Expected Responsibilities of LCSD—The respondent will provide a list of expected responsibilities of LCSD.

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. The selected vendor agrees not to disclose or knowingly use any confidential or proprietary information of Lyon County School District and/or third party participant.

Please be advised that should you deem any portion of your proposal as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, you are hereby notified that every portion may still be subject to disclosure.

2.0 TERM OF AGREEMENT

The anticipated term of this contract shall be for five (5) years with five (5) one (1) year renewal options for the Leased Lit Fiber option, ten (10) or twenty (20) years for the Leased Dark Fiber Option, and ten (10) or twenty (20) years for the Dark Fiber IRU option, from the date of Board approval.

3.0 PRE-PROPOSAL MEETING

A pre-proposal meeting is scheduled for **Wednesday, November 22nd, 2017 at 10:00 a.m. local time**, 25 East Goldfield Avenue, Yerington, NV 89447, District Office Board Room.

While attendance at the pre-proposal meeting is not mandatory, the information presented is informative. All interested Respondents are encouraged to attend in order to be better able to prepare an acceptable proposal. See Section 4.0 regarding the district policy of answering questions that may arise during the pre-proposal meeting.

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions must be submitted via email to erate@lyoncsd.org. To be given consideration, the questions must be received NOT LATER THAN **4:00 pm, Monday, December 4th, 2017**. The Questions and Answers will be posted on <https://www.lyoncsd.org> and uploaded to the Form 470 in the EPC Portal.

5.0 POINT OF CONTACT

Lise Coudriet, Grants Manager
 Tonia King, Fiscal Administrative Support
 Lyon County School District 25 East Goldfield Avenue
 Yerington, NV 89447
 Phone: 775-463-6800 ext. 426
 E-mail: erate@lyoncsd.org

6.0 PAYMENT TERMS

The Contractor shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line item price on the Purchase Order and made within 30 days after the date on the invoice.

LCSD reserves the right to reduce or withhold contract payment in the event the Contractor does not provide all required deliverables within the timeframe specified in the contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the contract.

7.0 RFP REVISIONS

Should it become necessary to revise any part of this RFP, addenda will be posted on <https://www.lyoncsd.org>. All addenda, amendments or changes issued shall be deemed received by offeror provided they are posted to LCSD's website and, as required, on the Universal Service Administrative Company E-rate Productivity Center (EPC). Failure of any offeror to receive or acknowledge receipt of such addenda or interpretation shall not relieve any offeror from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

8.0 SUBMISSION DEADLINE

In order to be eligible for consideration, proposals must be received electronically to the LCSD District Office email address erate@lyoncsd.org no later than 11:00 am, January 8th, 2018. Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal prior to the deadline. Any proposal received after the submission deadline, no matter what the reason, will be returned unopened.

In the event of inclement weather on the due date of a proposal and Lyon County School District Offices are closed, the proposal will be due on the next business day at the same time as specified in the proposal or applicable addendum.

9.0 PROPOSAL OPENING

RFP Proposals are not opened publicly, but in the presence of at least two LCSD employees. Once the proposals are opened, the Information Technology Director will prepare a document that summarizes the proposals received. This document will be available for inspection after the Intent to Award letter is issued.

10.0 E- COMMERCE

All procurements seeking E-Rate support are also posted via the E-rate Productivity Center (EPC). This RFP will be posted along with the required Form 470 on the day this RFP is released.

Vendors can access this RFP directly via the EPC. All respondents should be registered with USAC and have a Service Provider Identification Number (SPIN).

11.0 LIQUIDATED DAMAGES

In the event that vendor fails to provide WAN or Dark Fiber service, LCSD may assess liquidated damages in the amount of \$500.00 per calendar (day).

12.0 TERMS AND CONDITIONS

Any contract entered into in connection with this solicitation shall be subject to these General Terms and Conditions except as otherwise modified herein.

It shall be the Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. LCSD shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, LCSD may find said Contractor in default.

In the event of conflict between the General Terms and Conditions and any part or portion of the Special Conditions (Appendix A), these General Conditions shall take precedence.

In the event of conflict between this solicitation any of the General Terms and Conditions proposed by any offeror, or incorporated in any acknowledgement of contract awarded to the successful offeror, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the Grants Manager of Lyon County School District.

13.0 E-RATE COMPLIANCE

LCSD expects respondents to make themselves thoroughly familiar with all applicable rules and regulations regarding the E-Rate program. Respondents are required to be in full compliance with all current and future requirements issued by the USAC's Schools and Library Division (SLD) throughout the contractual period of any contract entered into as a result of this RFP.

Any respondent responding to this proposal must be registered with USAC and have a USAC-issued Service Provider Identification Number (SPIN/498 ID) upon award of the contract and prior to submission of the Form 471. If respondent does not have a SPIN/498 ID as of the date RFP responses are due, the respondent MUST show evidence satisfactory to LCSD that they are in the process of obtaining a SPIN/498 ID in their response to this proposal. More information about obtaining a SPIN/498 ID and participating in E-Rate can be found at this website: <http://www.usac.org/sp/about/getting-started/default.aspx>

To comply with E-Rate requirements, the selected respondent shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to the services provided under the resulting contract. All records referenced above and any required under

the document retention requirements of the FCC shall be retained for at least ten (10) years after the last day of the delivery of discounted services, such information shall be subject to inspection and audit by LCSD and/or SLD/USAC and/or their contractors. Pursuant to 47 CFR 54.516, the prime vendor as the service provider, shall be subject to audits and other investigations to evaluate their compliance with the statutory and regulatory requirements for the E-Rate program, including those requirements pertaining to what services and products are purchased, what services and products are delivered, and how services and products are being used. The prime vendor/service provider shall assume responsibility for its subcontractors' compliance with the FCC requirements on document retention and auditing. The prime vendor/service provider shall include, in all of its subcontractor agreements for services, provisions requiring subcontractors to maintain the above-described records and allowing LCSD and/or SLD/USAC and/or their contractors the same right to inspect and audit said records as set forth herein.

Respondents shall also provide information in their proposal regarding any point at which they were placed on "red light" status by the FCC either currently or at any time during the prior ten E-Rate funding years.

14.0 COOPERATION WITH LCSD PREPARATION OF E-RATE APPLICATIONS

Respondent agrees to provide on a timely basis all information that LCSD requests in order for LCSD to timely apply for E-Rate Support. This includes all special construction information, if applicable. This includes detailed information regarding costs for fiber, other outside plant materials, labor for installation of fiber, labor for installation of structured materials, splicing costs, other installation labor, project management labor and materials, design and engineering labor and materials.

15.0 PROJECT MANAGEMENT

The respondent will serve as the prime vendor and will be responsible for all aspects of the project, both management and technical, and the work quality of any subcontractors. The respondent shall assign a single point of contact for the project.

The respondent shall be responsible for conducting a project kickoff meeting with LCSD designees, scheduling and coordinating bi-weekly status meetings, conducting other meetings as necessary, and providing on-site support as needed. The respondent shall maintain an action item tracking list throughout the project that records the action, the responsible party, and target completion dates. This list will be reviewed during status meetings.

The respondent shall be responsible for developing and maintaining a Project Plan as described in Part I Section 5.1, revising as necessary as the project evolves through deliverables and phases.

If the project requires equipment delivery, the respondent shall notify LCSD with delivery information regarding the date, time, place, and items associated with equipment delivery within a reasonable time prior to the date and time thereof.

If the project requires equipment installation and/or construction, the respondent shall maintain a punch list of issues to be resolved that is regularly crosschecked with LCSD's punch list. Final acceptance will not be considered unless all punch list items are resolved to LCSD's satisfaction.

PART III: PROPOSAL FORMAT

1.0 GENERAL FORMAT – TWO - PART SUBMISSION

A. Respondents shall submit in separate sealed envelopes the following;

- Volume I - Technical Proposal
- Volume II - Financial proposal Each envelope shall comprise the following:
 1. The Technical proposal shall include One (1) original (so labeled) and five (5) copies in a sealed envelope clearly labeled “Technical Proposal”. An electronic version of the Technical Proposal shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume I: Technical Proposal.
 2. The Financial proposal shall include One (1) original (so labeled) and five (5) copies in a sealed envelope clearly labeled “Financial Proposal”. An electronic version of the Financial Proposal shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume II: Financial Proposal.

B. Each envelope and the outside of each package shall, in addition, be labeled with the following:

1. The Respondent’s name and business address.
2. The due date/time for receipt of proposals.
3. The Title of the RFP and RFP number

2.0 VOLUME I: TECHNICAL PROPOSAL FORMAT

Each proposal must include a table of contents and all pages in the technical proposal must be numbered, consecutively from beginning to end and separated by tabs as described below:

TAB A. TRANSMITTAL LETTER

Technical proposals are to be accompanied by a brief transmittal letter prepared on the Respondent’s letterhead, and signed by an individual who is authorized to commit the Offeror to the services and requirements in the RFP and proposal. This transmittal letter shall include:

1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Offeror to the contract, who will receive all official notices concerning this RFP.

2. The Respondent's Federal Tax Identification Number or Social Security Number.
3. A brief statement of the Respondent's understanding of the work to be done, the commitment to perform the work within the time period, and a statement of why the firm believes it is best qualified to perform the engagement.
4. Acknowledgement of all Addenda to this RFP

TAB B. TABLE OF CONTENTS

TAB C. EXPERIENCE AND CAPABILITIES

Offeror shall provide information on past and current experience with rendering services similar in size and scope to those in this RFP. This description shall include:

1. Summary of the services offered including the number of years the Offeror provided these services; the number of clients and geographic locations the Offeror currently serves, etc. and has served; and if a past customer, why the Offeror is no longer providing services.
2. Organizational chart of the Offeror showing the major components of the unit(s) that will be performing the requirements of this contract; where the management of this contract will fall within the organization; and what resources will be available to support this contract in primary, secondary and back-up roles.
3. Name all key personnel who will perform work under this contract and include each individual's resume. Include work history, educational background and indicate the proposed role/function of each individual.
4. At least three (3) recent references from its customers who are capable of documenting the following: a) the Respondent's ability to manage similar contracts, b) the quality and breadth of services provided by the Offeror under similar contracts (See Appendix C).

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

The Offeror shall include in its proposal, completed audited financial statements including the auditor's notes, for its last two fiscal years. If the Offeror has not had its financial statements audited by an independent accounting firm, the Offeror must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:

1. Recently audited (or best available) financial statements
2. Dunn and Bradstreet Report and Rating
3. Standard and Poor's Report and Rating
4. Lines of credit
5. Evidence of a successful financial track record

6. Evidence of adequate working capital

Offeror shall identify any claims filed by or against the offeror during the past five (5) years. For each claim, please provide: case caption including case number, court in which the matter was filed, a summary of the allegations, and resolution, if applicable. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with LCSD.

TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

The Offeror shall address each major requirement of Part I (Scope of Work).

Additionally, Respondent shall signify agreement by initialing all clauses in Part II: General Terms and Conditions.

TAB F. FORMS

Completed W9 available at: www.irs.gov/pub/irs-pdf/fw9.pdf

TAB G. TECHNICAL ELECTRONIC MEDIA (technical only)**3.0 VOLUME II: FINANCIAL PROPOSAL**

An electronic version of the Financial Proposal shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume II: Financial Proposal.

PART IV: EVALUATION AND SELECTION PROCEDURE

1.0 EVALUATION COMMITTEE

- A. Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Offeror whose proposal is the most advantageous to LCSD, considering price and technical factors set forth herein.
- B. The Evaluation Committee will make the final determination about acceptability of proposals.

2.0 EVALUATION PROCESS

- A. The committee will evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Respondents. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Respondents and conducted by mail, E-mail, or facsimile transmission at the discretion of LCSD. During the evaluation process, the committee may request technical assistance from any source.
- B. Following the completion of the technical evaluation of all Respondents' technical proposals, including any discussions, the committee will rank each qualified Respondent's technical proposal.
- C. The cost proposal of each qualified proposal will be distributed to the Evaluation Committee following the completion of the technical evaluation. The cost proposals will not be distributed to the committee until the technical evaluation is completed. The Committee will determine the E-Rate eligible total costs of the proposals in order to establish a financial ranking of the proposals from lowest to highest.
- D. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Respondents in any manner deemed necessary to serve the best interests of LCSD and the Lyon County School District School Board.
- E. Respondents may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Offeror to clarify its proposal submission and substantiate proposal representation. The oral presentation is a part of the technical evaluation.
- F. If it is determined to be in the best interest of LCSD, LCSD may invite Respondents to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- G. The Committee will recommend the Offeror whose overall proposal provides the most advantageous offer to LCSD considering both price and technical factors set forth in this RFP.

3.0 EVALUATION CRITERIA

The Evaluation committee will evaluate the technical proposals using the following criteria below. The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

EVALUATION CRITERIA	POINTS
E-Rate Eligible Total Cost of Services	30 pts
Respondent’s Proposed Solution and ability to fulfill the Scope of Work	15 pts
Respondent’s Experience and Capabilities	15 pts
Respondent’s Project Plan and Implementation Schedule	15 pts
E-rate Ineligible Total Cost of Services	10 pts
Respondent’s Service Reliability	10 pts
Respondent’s Fiscal Integrity and Financial Condition	5 pts

Total Cost of Services

Proposals will be evaluated based on the E-Rate eligible cost of service over the years designated, including, as applicable to the option, special construction and non-recurring costs (NRC), monthly recurring costs (MRC), equipment costs necessary to provide Layer 2 services, and any and all services that will be provided on a monthly recurring basis (e.g., recurring circuit costs will include the cost to operate and maintain the fiber and any other monthly service fees). E-Rate special construction costs should be clearly indicated and separated from any other E-Rate eligible NRC.

Respondent’s Proposed Solution and ability to fulfill the Scope of Work

Proposals will be evaluated based on the ability of the proposed technical solution to fulfill the Scope of Work. Respondents’ are expected to provide the highest level of compliance to all requirements laid out in their proposal and who propose proven technical solutions that have been successfully implemented in other locations.

Respondent’s Experience and Capabilities

Respondent’s shall demonstrate a track record of successfully working with K-12 schools or similar government entities to provide high-quality, affordable solutions and exemplary ongoing service. Factors impacting evaluation include, but are not limited to, references and past performance record, completion of similar projects in a timely fashion, financial sustainability of company, quality of equipment used, and the experience and reputation of the proposed project manager.

Respondent’s Project Plan and Implementation Schedule

The Respondent’s plan will provide insight into the estimated overall implementation time. Respondents are expected to provide a quality, proven project management approach and a schedule that meets the requested timeline as well as the E-Rate order requirements. Respondents are encouraged to provide transition plans or interim solutions if respondent’s

proposed “go live” date is beyond July 1, 2018. Any schedule risk or contingencies should be clearly highlighted in the response, along with the respondent’s proposed resolution of that risk.

Respondent’s Service Reliability

Respondent’s Proposal shall provide information that displays a documented history of reliable service. The following factors, among others, will be considered: shorter guaranteed response times for service outage repairs, redundancy of network design, proximity of authorized repair technicians to LCSD facilities, and available stock of replacement material to complete repairs. See Part I Section 6.3 for more detail on SLA preferences.

Respondent’s Fiscal Integrity and Financial Condition

Offeror shall provide audited financial statements that displays the company’s fiscal integrity and financial capability to complete the project without putting LCSD at risk. Some acceptable methods include but are not limited to one or more of the following:

- Recently audited (or best available) financial statements
- Dunn and Bradstreet Report and Rating
- Standard and Poor’s Report and Rating
- Lines of credit
- Evidence of a successful financial track record
- Evidence of adequate working capital

PART V: APPENDICES

**APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFP'S
(NOTE THAT THE TERM VENDOR IN ALL APPENDICIES IS
EQUIVALENT TO THE TERM RESPONDENT IN THE RFP)**

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. LCSD shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, LCSD may find said Contractor in default.

1. REQUEST FOR PROPOSALS (RFP)

- a. **DIRECTIONS:** Lyon County School District (LCSD) invites all interested and qualified vendors to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.
- b. **DEFINITIONS:** For the purpose and clarity of this document only, "LCSD" will mean Lyon County School District and/or the Lyon County School District School Board. "Board" shall mean the Lyon County School District School Board. Also, for the purpose and clarity of this document, "Vendor" will mean any reliable and interested broker, vendor, contractor, and/or manufacturer that want to respond to this RFP.

2. GENERAL REQUIREMENTS

- a. **AUTHORIZED DEALERS:** Only authorized dealers may submit a proposal on requested equipment. At the discretion of LCSD, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. **TYPES OF PURCHASES:** These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public schools in Lyon County Nevada, whichever is specified, in quantities to be determined subsequent to the award.
- c. **SINGLE PRICE:** Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Vendor will not be allowed to offer more than one price on each item even though the vendor may feel that it has two or more types or styles that will meet specifications. Vendor must determine which to offer. If said Vendor should submit more than one price on any item, all prices for that item will be rejected.

AGGREGATE BIDS: Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the LCSD. When an aggregate bid is

requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.

- d. **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Vendor shall call said conflict to the attention of LCSD for a decision before proceeding with any work.
- e. **USE OF BRAND NAMES:** Brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. In keeping with LCSD policy and E-rate guidance, the use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of LCSD. In E-rate procurements brand names are interpreted to be used as a reference for the vendor. All listed equipment, fiber routes, outside plant materials referred to by brand name or specific route should be interpreted as requesting equipment, materials or routes equivalent to the reference.
- f. **PRODUCT OFFERED BY THE VENDOR:** The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to LCSD a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- g. **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by LCSD. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to LCSD, which would provide sufficient data to enable LCSD to judge the Vendor's compliance with the specifications.
- h. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to LCSD to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

- i. **SUB-CONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the LCSD. The Awarded Vendor shall provide the name of the sub-contractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications and/or LCSD designee. The information may be used in considering the potential performance capabilities of the sub-contractor(s). The Awarded Vendor shall not, without prior written consent of LCSD, assign any of the monies payable under the contract.

3. PRICES

- a. **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.
- b. **UNITS OF MEASURE:** Wherever LCSD indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of LCSD to determine whether the Vendor's price will be recalculated. LCSD will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.
- c. **DELIVERY CHARGES:** All prices shall include all delivery charges.
- d. **CASH DISCOUNTS:** In accordance with LCSD policy and E-rate guidance, cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- e. **PRICE REDUCTIONS:** LCSD reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- f. **TAXES:** LCSD is exempt from the payment of the Nevada Sales Tax. Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax. Exemption certificates will be furnished upon request.

4. ITEM DELIVERY

- a. **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for LCSD shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between 8:00 a.m. and 2:30 p.m.; to schools – between 9:00 a.m. and 2:30 p.m. The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record

and have the appropriate training to handle hazardous items. Vendor will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at a LCSO worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.

- b. **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in General Terms and Conditions.
- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. LCSO Purchase Order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity, and Delivery Location (Example: ABC Elementary School Library). Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- d. **SAFETY REQUIREMENTS:** The Awarded Vendor shall provide all equipment and machinery furnished and delivered to LCSO complying with the Safety regulations as required by OSHA. The Vendor shall sign the safety section, if attached in the proposal response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to: Lyon County School District, Facilities Supervisor, 25 E. Goldfield Avenue, Yerington, NV 89447.
- e. **FAILURE TO DELIVER DAMAGES:** In the event the Awarded Bidder fails to deliver the goods or services of the contract in accordance with the specifications, LCSO reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of LCSO. All additional expenses incurred by LCSO as a result of such purchases will be deducted from the monies owed or monies that may become due the Vendor.

5. GUARANTEE AND WARRANTIES

- a. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by LCSO. Vendor expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Vendor will bear the

cost of inspection of all goods and services rejected. (b). The Vendor hereby provides a warranty of authorization as to all goods and services. (c). The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, vendor must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.

- b. **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the RFP.
- c. **FURNITURE AND EQUIPMENT:** If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of LCSD are due to faulty design and installation, workmanship or materials, upon notification, the Vendor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of LCSD. These repairs and/or replacements shall be made at such times as will be designated by LCSD to avoid any interruption to the instructional programs.
- d. **OTHER EQUIPMENT:** Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Terms and Conditions for requirements on specific equipment.
- e. **MANUFACTURER'S AGENT:** The Vendor shall act as the manufacturer's agent for all warranty claims.

6. PROPOSAL SUBMISSION

- a. **KNOWLEDGE OF TERMS AND CONDITIONS:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.
- b. **SUBMISSION:** Proposals must be delivered to Lyon County School District Yerington, NV Office. Vendors must submit technical and cost proposals as specified in the General Terms and Conditions. Vendors shall retain one (1) copy of the proposal for their files. Proposals must be signed and submitted by

an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.

- c. **FORMAT:** Signed proposals must be delivered in sealed, opaque envelopes and clearly marked on the outside with: Name of Vendor, Due Date, RFP Number and Title. LCSO shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.
- d. **VENDOR ADDRESS:** Each proposal must show the full business address, telephone number, and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the proposal in the absence of written instructions from the Vendor to the contrary.
- e. **PARTNERSHIPS:** Proposals by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
- f. **CORPORATIONS:** Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.
- g. **CERTIFICATES AND AFFIDAVITS:** All Vendors shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and conditions of this RFP. Such documents are required by local, state, or federal funding agencies of LCSO as part of the bidding process. The documents may include: Sales Tax Certification, Asbestos Free Certification.
- h. **SAMPLES:** When indicated in the General Terms and Conditions, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified in the Schedule of Events included in the General Terms and Conditions. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the RFP number. LCSO will not be responsible for any samples not picked up within 30 days of the notification of Vendors to do so. Samples may be retained by LCSO until Vendors are notified to remove them. Vendors agree that LCSO will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.

- i. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Some successful Vendors shall be required to submit two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- j. **PROPOSAL PREPARATION FEES:** LCSD will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal response.
- k. **PROPOSAL EVALUATION:** Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions. Consideration will be given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Vendor, and the ability of the Vendor to perform satisfactorily. Evaluation may also be made for other factors, such as serviceability, functional suitability, workmanship, safety in use, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. LCSD will consider the Vendor's record and performance of any prior contracts with LCSD, federal departments or agencies, or with other public bodies.
- l. **RECOMMENDATION OF AWARD:** Recommendation of an award of a contract will be made to LCSD in accordance with the General Terms and Conditions.
- m. **RIGHT TO PROTEST:** Any bidder or offeror who responds to a solicitation and is aggrieved in connection with the solicitation or notice of intent to award a contract may protest to the LCSD Director of Finance. The protest shall be submitted, in writing, to the Director within five (5) business days after the basis for protest is known or should have been known.
- n. **CONTRACT TERM:** The Vendor shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.
- o. **COMMENCEMENT OF SERVICES:** LCSD shall have no obligation to pay for services performed before LCSD approves the contract or after it ends. LCSD shall have no obligation to pay for services in excess of the monetary amount of the award. LCSD shall have no obligation to pay for services before a purchase order is issued.

7. ADDENDA

- a. **INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Supplier orally. To be given consideration, inquiries must be received as outlined in Part II Item 4.0. Unless otherwise specified in the General Terms and conditions, inquiries are to be sent via email to erate@lyoncsd.org.
- b. **ISSUANCE:** Any changes to the RFP specifications will be made through the appropriate addenda. Failure of any Supplier to receive such addenda or interpretation shall not relieve any Supplier from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

8. ANNULMENTS AND RESERVATIONS

- a. **RIGHT TO REJECT:** LCSD reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. LCSD reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and LCSD also reserves the right not to order any items(s) within the specification.
- b. **WAIVER OF TECHNICAL DEFECTS:** LCSD reserves the right to waive technical defects, if in its judgment the interest of LCSD shall so require.
- c. **CONTRACT RESERVATIONS:** LCSD reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon LCSD materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of LCSD to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental restrictions, or the inability to obtain transportation, LCSD reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain transportation, LCSD reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

9. TERMINATION OF CONTRACT

- a. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** LCDS may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. This includes the failure of LCSD to gain approval of its application to USAC for E-rate reimbursement of charges related this project. LCSD shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b. **TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of LCSD. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.
- c. **TERMINATION FOR CONVENIENCE:** LCSD has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Vendor, provided that Vendor shall be compensated for services rendered prior to the date of termination.

10. GOVERNING LAW

- a. The RFP shall be construed in accordance with, and interpreted under, the laws of the State of Nevada.

11. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and mailed to Lyon County School District, Accounts Payable Office, 25 East Goldfield Avenue, Yerington, NV 89447 (unless otherwise noted). A second copy (Delivery Ticket) shall be sent with the material to the appropriate location at the time of delivery.
- b. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify the LCSD Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.

- d. **FREIGHT:** When transportation charges are billed to LCSO, a paid freight bill must accompany the invoice. Invoices received unaccompanied by such evidence will be paid only upon acceptance by LCSO. Cartage, package or boxing charges will not be allowed unless specifically so stated in this Purchase Order.
- e. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by LCSO, then LCSO shall have no obligation to pay for the stale invoices.
- f. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of LCSO. Vendor and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and LCSO for the mutual disclosure of such records by and among the Vendor, LCSO and LCSO's employees, agents, volunteers and contractors.
- g. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless LCSO and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against LCSO, LCSO and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Consultant or its employees, agents, or volunteers.
- i. **NON-ASSIGNABILITY:** This contract shall not be assigned or services subcontracted in whole or in part without the written consent of the LCSO. Any attempt to do so without such written consent shall be null and void of no effect.
- j. **INDEPENDENT VENDOR:** Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.

- k. **GENERAL RECORDS CLAUSE:** Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by the Lyon County School District and made available by the Vendor to the Lyon County School District and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.
- l. **SOLE AGREEMENT:** This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or proposals shall not be considered a part of this Contract.
- m. **PROTECTION OF PROPERTY:** Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at Lyon County School District sites and all material furnished by Lyon County School District ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to the Lyon County School District as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.
- n. **PUBLIC STATEMENTS:** Vendor shall not use or reference the Name or Emblem of LCSD in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange) without the prior written consent of Lyon County School District, which consent will not be unreasonably withheld. Purchase by the Lyon County School District of any articles, material, merchandise, or service does not imply that the Lyon County School District has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of the Lyon County School District in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of the Lyon County School District is prohibited by the United States Criminal Code - Section 706.

**APPENDIX B – SAMPLE PROFESSIONAL SERVICE
AGREEMENT**

**PROFESSIONAL SERVICE
AGREEMENT BETWEEN
LYON COUNTY SCHOOL DISTRICT AND**

THIS PROFESSIONAL SERVICE AGREEMENT (“Agreement”) is made as of this _____ day of _____, 20____, by and between the Lyon County School District (“LCSD”), and _____ (the “Consultant”).

WHEREAS, the Lyon County School District (“LCSD”) needs the technical assistance of Consultant with regard to providing _____ and;

WHEREAS, Consultant employs individuals who possess the necessary experience, skills, and talent to assist LCSD in providing such services.

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement shall be for a period of performance beginning _____, 20____ and, unless sooner terminated as provided in this Agreement or extended, will end on the earlier of _____, 20____ or when the monetary amount of the Agreement is fully expended, or when the services are no longer needed. No services shall be performed before LCSD approves the contract or after it ends.
2. Services. During the term of this Agreement Consultant shall provide the services which are set forth in the attached document which is entitled Scope of Services, which is a part of this Agreement (Attachment I to this Agreement). Such services are to be provided in coordination with the (Director of X Department).
3. Contract Documents. This Agreement, together with the Request for Proposal RFP- _____ or Request for Proposal RFP- _____ and the Response to

_____ constitute the Contract Documents. In the event of a conflict between the terms and conditions of any of the Contract Documents, the controlling terms and conditions shall be, in this order, those of:

- A. This Agreement; then
 - B. RFP-_____, including any attachments, exhibits, and addenda; then
 - C. The Response.
4. Payment. Consultant recognizes that this is a requirements contract and LCSD shall have no obligation to purchase any goods or services under this Agreement. Should LCSD purchase any goods or services under this Agreement, it agrees to pay the Consultant, and Consultant agrees to accept, as full compensation for Consultant's services under this Agreement, an aggregate amount up to but not to exceed \$___during the___() year contract term. LCSD may order from the consultant all supplies or services specified in the schedule that are required to be purchased by LCSD at the Consultant's bid rates for_____ services in accordance with RFP-_____, and attached Budget (Attachment II) which is a part of this Agreement. The Consultant shall submit an invoice on a monthly basis detailing the services provided and the actual costs incurred. Payment shall be made within 30 days after the date of submission of an invoice to LCSD's Accounts Payable Office. LCSD shall have no obligation to pay for services performed before LCSD approves the Agreement or after it ends. LCSD shall have no obligation to pay for services in excess of the monetary amount of the Agreement. LCSD shall have no obligation to pay for services before a purchase order is obtained from LCSD Finance Department.
 5. Accounts and Records.
Consultant shall retain, and upon request, make available to LCSD, all accounts and records relating to this Agreement for at least three years after final payment is made and all other pending matters are concluded. LCSD reserves the right to audit and inspect all accounts and records maintained by Consultant in connection with this Agreement.
 6. Independent Contractor. LCSD and Consultant recognize and agree that Consultant is an independent contractor, and that neither Consultant nor any of Consultant's employees or agents is an employee of.
 7. Subcontract or Assignment. Consultant shall give full personal attention to the faithful execution of this Agreement. Consultant shall not subcontract or assign any part of this Agreement without the prior written consent of LCSD.
 8. Employment. Within one (1) year following separation from LCSD, a former employee, official or Board member may not assist or represent Consultant other than LCSD for compensation in any case, controversy, dispute, contract or other specific matter involving LCSD if that case, controversy, dispute, contract or other specific matter is one in which the former employee, official or Board member

significantly participated as an employee, official or Board member of LCSD. Failure to adhere to or comply with this requirement constitutes a material breach in which LCSD reserves the right to impose sanctions, up to and including suspension of this Agreement, withholding of payment, rescission or termination of this Agreement.

9. Indemnification. The Consultant shall defend, indemnify, and hold harmless LCSD and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against LCSD and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Consultant or its employees, agents, or volunteers.

10. Responsibility for payment of taxes. Consultant shall be responsible for all federal and/or state tax, and Social Security liability that may result from the performance of and compensation for these services. LCSD assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of Consultant, its employees and/or others by reason of this Agreement. Consultant shall defend, indemnify and save harmless LCSD, their officials, officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from:
 - A. Consultant's failure to pay any such compensation, wages, benefits, or taxes; and/or
 - B. The supplying to Consultant of work, services, materials, or supplies in connection with or in support of the performance of this Agreement.

11. Compliance with Laws. Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Agreement. Consultant's violation of any of these laws, statutes, ordinances, rules, or regulations constitutes a breach of this Agreement and entitles LCSD to terminate this Agreement immediately upon delivery of written notice of termination to Consultant.

12. Non-Discrimination. Consultant shall not, in its conduct and performance under this Agreement, discriminate against any employee, applicant for employment, independent professional or any other person because of race, color, religious creed, ancestry, national origin, age, sex, sexual orientation, sexual identity, disability or handicap. Consultant shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of the Consultant's noncompliance with this non-discrimination clause or with any such laws, LCSD may be terminated or suspended this agreement in whole or in part, and the Consultant may be declared temporarily ineligible for further contracts. LCSD reserves the right to impose any and all other legal sanctions and remedies available for violating this clause.

13. Termination for Convenience. LCSD or its designee shall have the right in its absolute discretion to terminate this Agreement for its convenience, in whole or in part, at any time and for any reason or for no reason, without incurring any liability, upon no less than ten (10) days prior written notice to Consultant. If LCSD terminates this Agreement for its convenience, then Consultant shall have no other right to compensation or payment except for actual services rendered and actual expenses paid prior to the date of termination that has been approved by LCSD. Upon receipt of the notice and unless otherwise directed by LCSD, Consultant immediately shall stop performing services under this Agreement on the date and to the extent specified in the notice but shall complete performance of any services not terminated by the notice and shall take any other action directed in the notice or by LCSD.
14. Professionals. In the event the services to be provided by Consultant must by law be provided by individuals who are licensed and/or certified, Consultant shall only assign individuals to provide services under this Agreement who are licensed and/or certified in accordance with the law. Additionally, Consultant shall only assign individuals who have been credentialed by the Consultant to provide the specific professional services required by this Agreement. All such individuals assigned by Consultant to provide services shall maintain their license and/or certification in good standing (not under review or subject to suspension, credentials current) during the entire term of this Agreement. Consultant shall, prior to providing services, submit documentation that the individuals assigned to provide services are properly credentialed and are licensed and/or certified to LCSD.
15. Performance Evaluation. LCSD or its authorized agents or representatives may conduct an evaluation of the Consultant's performance under this Agreement. Consultant shall fully cooperate with LCSD or its authorized agents or representatives and shall provide such information and documents as may be requested to conduct the performance evaluation.
16. Governing Law. This Agreement shall be construed by and governed under the laws of the State of Nevada and subject to the jurisdiction of its courts. Furthermore, the parties agree that any suits or actions brought by either party against the other shall be filed in a court of competent jurisdiction in Yerington.
17. Entire Agreement. This Agreement supersedes all prior oral and written proposals and communications between Consultant and LCSD related to Consultant's services to be performed and validly executed Amendments are herein incorporated by reference to this Agreement. This Agreement may not be modified orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom enforcement of such modification or waiver is sought.
18. Waiver. No waiver of any breach of any provision of this Agreement shall operate as a waiver of such provision of this Agreement or as a waiver of subsequent or

other breaches of the same or any other provision of this Agreement, nor shall any action or non-action by either party be construed as a waiver of any provisions of this Agreement or of any breach thereof unless the same has been expressly declared or recognized as a waiver by such party in writing.

19. Termination for Default. If the Consultant fails to fulfill its obligation under this Agreement properly and on time, or otherwise violates any provision of the Agreement, LCSO or its designee may terminate the Agreement by written notice to the Consultant. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Consultant shall, at LCSO's option, become LCSO's property. LCSO shall pay the Consultant fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Consultant's breach. If the damages are more than the compensation payable to the Consultant, the Consultant will remain liable after termination and LCSO can affirmatively collect damages.
20. Withholding Payment. In addition to any other available remedies, if, in the opinion of LCSO, the Consultant fails to perform in accordance with the terms of the Agreement, a department designee responsible for paying invoices may refuse or limit approval of any invoices for payment, and may cause payments to the Contractor to be reduced or withheld until such time as LCSO determines that the Consultant has met the performance terms as established by the Agreement.
21. Late Submission of Invoices. The parties acknowledge and agree that the Consultant's invoices are to be submitted to LCSO in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided to LCSO. If invoices are submitted after one calendar year after the last date the Consultant's services have been rendered or the last date when goods and materials were accepted by LCSO, then LCSO shall have no obligation to pay for the stale invoices.
22. Recitals. The Recitals are incorporated herein by reference.
23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.
24. Interpretation. The Agreement shall not be construed or interpreted for or against any party hereto because the party drafted or caused that party's legal representative to draft any of its provisions.
25. Contract Monitor. Communications for the purposes of billing, payment and submission of documentation required by this Agreement shall be between LCSO and who is as follows:

For LCSD:

For the Consultant:

 Name
 25 East Goldfield Avenue

 Address
 Yerington, NV 89447

 City, State, Zip Code
 (775) 463-6800 x

 Phone Number
 (775) 463-6808

 Fax Number

 Name

 Address

 City, State, Zip Code

 Phone Number

 Fax Number

 Tax Identification
 Number

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the day first written above.

LYON COUNTY SCHOOL DISTRICT

By:

CONSULTANT

By:

ATTACHMENT I

**SCOPE OF
SERVICES**

ATTACHMENT II**BUDGET**

Payment to Consultant is subject to compliance with the following requirements:

Consultant will only be paid for services actually provided in accordance with this contract. In no event shall the total amount to be paid to Consultant exceed the total amount stated in this Budget.

Consultant must submit documentation, along with its invoice for payment, justifying all expenses and costs for which it is seeking reimbursement. Such documentation must also include the number of actual hours worked by its staff, the name of the staff person providing services and, a description of the services provided by each such member of its staff. Payment to consultant is conditioned upon submission of such documentation and the submission of any other documentation as may be requested by LCSD or its representatives.

APPENDIX C – REFERENCES

**RFP-1709IT
WIDE AREA NETWORK AND DARK FIBER
SERVICES**

1.

Client Name: _____

Address: _____

Services Provided: _____

Date(s) of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

2.

Client Name: _____

Address: _____

Services Provided: _____

Date(s) of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

3.

Client Name: _____

Address: _____

Services Provided: _____

Date(s) of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

4.

Client Name: _____

Address: _____

Services Provided: _____

Date(s) of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

5.

Client Name: _____

Address: _____

Services Provided: _____

Date(s) of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

APPENDIX D – See Excel Spreadsheet

APPENDIX E - UNIVERSAL SERVICE (E-RATE) REQUIREMENTS

To warrant consideration for an award of contract resulting from this Request for Proposal, vendors must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-Rate”) as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, “Universal Service”). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund (“USF”) subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, vendors must comply with the following:

- **USF Knowledge**

Vendor shall have, at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-Rate”).

- **USF Registration**

Vendor shall submit with its proposal a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”).

- **USF Participation**

Vendor shall agree to participate in the E-Rate Program and to cooperate fully and in all respects with the District, the Universal Service Administrative Company (“USAC”), and any agency or organization administering the E-Rate Program to ensure that the District receives all of the E-Rate funding for which it has applied and to which it is entitled in connection with Vendor’s services and/or products.

- **USF Documentation**

Vendor shall provide to District staff and/or the District’s E-Rate consultant within a commercially reasonable period of time, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that the District may need to prepare its E-Rate applications and/or to document transactions eligible for E-Rate support.

- **Invoicing Procedures**

Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-Rate funding. Vendor must include the following information on all invoices to the District for E-Rate eligible equipment and/or services:

- Date of invoice
- Date(s) of service
- Funding Request Number (“FRN”)
- Vendor’s signature on invoice attesting to the accuracy and completeness of all charges

- Detailed description of services performed and materials supplied that matches District's contract specifications, Form 470 and Form 471 descriptions of same.
 - Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
 - Invoice on Vendor's letterhead or on a Vendor-generated form
 - District's Billed Entity Number
 - District's Federal Communications Commission Registration Number
 - Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter ("FCDL")
- Service Provider Invoice (SPI) Process

Vendor shall invoice the District only for the non- discounted amounts due on E-Rate approved transactions and simultaneously invoice the Universal Service Administrative Company ("USAC") for the balance.
 - SPI Process
 - Invoicing Within fourteen (14) days from the date that Vendor delivers to the District, E-Rate approved materials or services, when delivery of such services triggers a payment obligation under Vendor's contract with the District; Vendor must invoice the District for its share of the pre-discount cost of those materials or services.
 - Timely Filing Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.
 - Invoice Rejection Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay; if the District is at fault, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.
 - District Approval Vendor shall submit to the District for its review and approval before submitting it to USAC for payment a copy of every invoice that Vendor intends to submit for services that it has provided or, in appropriate circumstances, will be providing to the District. The District shall not unreasonably delay or withhold approval of Vendor's USAC invoices. As Vendor is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to the District sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline after the District has had a reasonable opportunity to review and approve them.

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- Delayed USF Funding Commitment
 - Vendor understands that, due to circumstances beyond the District's control, the District may not receive an E-Rate funding commitment by the beginning of the E-Rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year.
 - Retroactive Invoicing When E-Rate funding is approved; Vendor shall invoice USAC for the discounted amount the District is owed retroactive to July 1st of the funding year or to whenever approved service to the District began, whichever date is later.
- USF Audit and Document Retention Requirement

Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services to the District. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by the District. Vendor shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing the District the same right to inspect and audit those records as set forth herein.

In addition to the foregoing, Vendor will create, implement and enforce an internal E- Rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

- Separating ineligible project management and other professional services costs, if any, from other charges
- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the District's 470 and 471
- Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization
- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
- Where applicable, non-recurring services provided prior to September 30th and recurring services provided prior to June 30th
- Supporting documentation sufficient to evidence that what was approved per the FCDL and provided to the District, was actually provided to the District and when
- If E-Rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-Rate eligible amounts and reconciliation of that total to the total amount billed
- If E-Rate eligible services or equipment are allocated to multiple sites,

support for the allocation consistent with the amount and locations identified in the Form 471

- Documenting that E-Rate funded services were provided within the allowable contract period and program year
 - Charging proper FRN(s)
 - Ensuring that invoices and USAC forms are submitted to the District in a timely manner
 - Ensuring that USAC forms are filled out completely, accurately and on time
 - Ensuring that Forms 472 are signed/dated by vendor's representative in a timely manner
 - Maintaining fixed asset list of E-Rate supported equipment provided to the District with detailed information for each item (model number, serial number, product description, and location) and made available to the District in an electronic format.
- Contract Term Modification

The District will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E- Rate "funding year" or an extended service end date for an E-Rate funding year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission ("FCC") and/or the Universal Service Administrative Company ("USAC").
 - Respondent's Commitment to provide information for E-rate review inquiries

Respondent agrees to provide on a timely basis all information that LCSD requests in order for LCSD to timely apply for E-Rate Support. This includes all special construction information, if applicable. This includes detailed information regarding costs for fiber, other outside plant materials, labor for installation of fiber, labor for installation of structured materials, splicing costs, other installation labor, project management labor and materials, design and engineering labor and materials.

**APPENDIX F - LIST OF LCSD SCHOOL AND
DATA CENTER SITES**

Site #	School Name	Street Address	ZIP Code
601	Fernley High School	1300 Hwy 95A South	89408
303	Fernley Intermediate School	320 Hwy 95A South	89408
203	Fernley Elementary School	450 Hardie Ln	89408
209	Cottonwood Elementary School	925 Farm District Rd	89408
305	Silverland Middle School	1200 Jasmine Ln	89408
206	East Valley Elementary School	4180 Farm District Rd	89408
210	Sutro Elementary School	190 Dayton Village Pkwy	89403
211	Riverview Elementary School	1200 Ferreto Pkwy	89403

Data Center	Address	Zip Code
Fernley Datacenter (Fernley Hill)	345 Mull Ln Lat 39°35'20.67"N Lon 119°14'46.70"W	89408
Dayton Datacenter (Behind DIS)	315 Dayton Valley Rd	89403