

**CLARK COUNTY SCHOOL DISTRICT
LAS VEGAS, NEVADA**

LEASED DARK FIBER AND LEASED LIT FIBER SERVICE

RFP 23021 CSS

This Document consists of 19 pages

Revision Date October 13, 2022

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Part 1: Overview of Project

The Clark County School District, herein referred to as District and/or CCSD, is accepting proposals for the provision of Leased Dark Fiber and Leased Lit Fiber Point to Point Transport service for its schools and support facilities.

Services shall be provided in accordance with RFP Documents 8_3 West Clark County School District WAN and 10_3 Clark County School District Metro and all related bid documents and addenda as posted on the Universal Service Administration Company website. The services shall also be provided in accordance with this Request for Proposal document, inclusive of any attachments and exhibits.

Part 2: Interpretation

All questions about this Request for Proposal must be submitted in accordance with the requirements and timelines as set forth in the posted RFP Documents 8_3 West Clark County School District WAN and 10_3 Clark County School District Metro and all ensuing addenda on the Universal Service Administration Company website.

Part 3: Schedule and Submittal Instructions

3.1 Schedule of Events: Please refer to RFP documents 8_3 and 10_3, and all related documents and addenda, referenced in Part 1 of this document.

3.2 Cancellation: The District reserves the right to cancel this RFP, in whole or in part, at any time during the solicitation process and prior to the RFP due date. This solicitation of proposals does not obligate the District to award a contract, nor does any liability attach to the District for the issuance of this document.

3.3 Collusion: Any evidence of agreement or collusion among Respondents and prospective Respondents acting to restrain freedom of competition by agreement to bid a fixed price or otherwise, shall render the proposals of such Respondents void.

3.4 Cooling Off Period: The District may not enter into any contract, directly or indirectly, with any employee or former employee for a period of one year from the date of termination of employment other than as a member of a bargaining unit, or as a substitute employee, unless (1) there is full disclosure of the nature and extent of the employee's or former employee's interest in the matter, and (2) the contract is noticed and acted upon in an open session before the Board and approved by a majority of the Board.

The Respondent is hereby put on notice, by this condition, that it is his/her responsibility to disclose any relationship or affinity with a Board of School Trustee or an authorizing official in writing to the Director of Purchasing and Warehousing. Failure to properly disclose a relationship shall result in termination of the purchase contract and may jeopardize the Respondent's future business dealings with the District.

3.5 Cost to Prepare and Submit Responses: All costs incurred in the preparation and submission of responses to the RFP shall be the responsibility of the Respondent.

3.6 Disclosure: Advance disclosures of any information to any particular Respondent, which gives that particular Respondent any advantage over any other interested Respondent in advance of the opening of the bids, made or permitted by a member of the District or an employee or representative thereof, shall void all proposals of that particular bid solicitation or request.

3.7 Interpretations, Corrections and/or Changes: Any interpretation(s), correction(s), or change(s) to this RFP will be made by Addenda. Interpretations, corrections or changes to this RFP made in any other manner will not be binding and Respondent(s) shall not rely upon such interpretations, corrections or changes. Addenda will be posted on the Universal Service Administration Company website. It is the responsibility of the Respondent, prior to submitting a response to the RFP, to determine whether all addenda have been received and are included in the RFP response.

3.8 Late Proposals: Proposals received after the due date and time will not be considered.

3.9 Preparation: Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capacities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to RFP requirements, and on completeness and clarity of content. All proposals and accompanying documents become the property of the District.

3.10 Prompt Payment Discount: Prompt payment discount shall be defined as the amount of discount offered by the Respondent to the District if payment is made within a specified time frame. Terms of payment or cash discounts that require payment in less than 15 calendar days shall not be considered in the proposal evaluation.

3.11 Proposal Modification/Open Offer: Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the Director of Purchasing. Proposals which are not withdrawn before opening shall be considered firm for a minimum of 120 calendar days after the date of proposal opening in order to allow the District to evaluate and consider award. Respondents may submit proposals any time prior to opening date and time. Proposals must be received in their entirety by the deadline for submission and the opening date noted above.

Should a Respondent recommended for award withdraw their proposal, or if an awarded Respondent should breach the contract, that Respondent may be deemed non-responsible for a period of up to two (2) years.

3.12 Proposal Opening: Proposal information shall not become public record until after an award recommendation has been made and posted publicly prior to the Board of School Trustees voting on the recommendation.

3.13 Proprietary Information: The Clark County School District is a public entity as defined by state law and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of the District's records are public records (unless otherwise declared by law to be confidential), and are subject to inspection and copying by any person. Respondents are advised that after an award recommendation has been made by the Director of Purchasing, the complete content of all proposals, excluding documents containing design network topology and specific fiber route information which may be classified as confidential, will become a public record and nothing contained in the proposal will be deemed to be confidential. Respondents should not include any information in its proposal that is proprietary in nature or that they would not want to be released to the public. Forgoing the aforementioned design documents, Proposals should contain sufficient information to be evaluated without reference to any proprietary information.

3.14 Respondent's Representation: Respondent is certifying that by submitting a proposal it has read and understands the proposal documents and that the proposal is made in accordance with all applicable laws.

Part 4: Proposal Presentation and Response

4.1 General Submittal Information: Respondent shall complete the following forms and submit the completed forms as part of its proposal.

- a. Submittal Form
- b. Disclosure Form
- c. Supplier Federal 2 CFR 200 Certifications Form

4.2 Contractor and Subcontractor Listing: Submit the names, addresses, phone numbers, and applicable licenses of all firms that will provide services in conjunction with the performance of this Agreement.

4.3 Loss of Agreement and/or Inability to Fulfill Requirements: If the Respondent has had an agreement terminated, or has a pending termination, or a settlement to avoid litigation or termination for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the Respondent's non-performance or poor performance, and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Respondent to be in default.

- a. The Respondent shall submit full details of all terminations for default, settlements, or pending terminations experienced in the past five years including the other party's name, address, and telephone number. The Respondent shall also present its position on the matter. The District shall evaluate the facts and, at its sole discretion, may reject the Respondent's response if the facts discovered indicate that completion of an agreement resulting from this RFP may be jeopardized by selection of the Respondent.
- b. If the Respondent has experienced no such settlement or terminations for default in the past five years, and it has no pending terminations, it must affirmatively declare so.

4.4 Cost Appendix: Submit Appendix C, Bid Response Form as prompted by the RFP and related documents as posted on the Universal Service Administration Company website.

4.5 Verbal Presentation/Oral Interviews: The District reserves the right to require any or all Respondent(s) to either make a presentation that illustrates its abilities relative to this effort and/or attend an interview session to gauge its suitability to provide services for this project. If so requested, the Respondent(s) shall make its personnel available within ten calendar days of request. No cost allowance shall be permitted for this requirement.

Part 5: Scope of Work and Technical Requirements

5.1 Requirements: Services shall be provided in accordance with RFP Documents 8_3 West Clark County School District WAN and 10_3 Clark County School District Metro and related bid documents and addenda as posted on the Universal Service Administration Company website. Services shall also be provided in accordance with this Request for Proposal document, inclusive of any referenced Attachments and Exhibits.

Part 6: Proposal Evaluation and Award

6.1 Proposal Evaluation: To determine its accuracy, the District may investigate the information supplied by Respondents. By supplying a reference or customer list, the Respondent gives the District permission to contact any or all firms listed for information about the Respondent and understands that

such information may be used in the evaluation.

An evaluation committee will review the proposals and determine the best proposal based on evaluation criteria such as:

- a. Cost.
- b. Respondent's experience and success in conducting similar Work.
- c. Adequacy of resources, including personnel, facilities, equipment, financial stability, and other related factors.
- d. Technical approach and the Respondent's grasp of the project as shown by the depth, breadth, and clarity of the proposal.
- e. Management and planning: The quality of procedures and organizational structures proposed for completion of the Work.
- f. Timeliness of services.
- g. Other as permitted by NRS 332.065.

6.2 Rejection of Proposals: The District reserves the right to reject any and all proposals received, or any part thereof. Proposals may be rejected for any of, but not limited to, the following causes:

- a. Proposal lacks signature by an authorized representative of the Respondent.
- b. Failure to submit the proposal response prior to the specified opening date and time.
- c. Failure to submit bonding, or surety as required by the proposal document.
- d. Evidence of collusion among Respondents.
- e. Failure to meet the terms and conditions as specified in the Request for Proposal document.
- f. The evidence submitted by the Respondent leads the District to believe that the Respondent will be unable to carry out the obligations of the Agreement and complete the Work described.
- g. The District's investigation determines that the Respondent is not qualified to meet obligations of the Agreement and complete the Work described.
- h. Cost of services exceeds budgetary constraints.

6.3 Proposal Negotiations: Respondents are directed to submit its best and final cost offer in its response. The District may, at its sole option, open negotiations with responsive Respondents after submission of proposals and prior to award. The District specifically reserves the right to award without negotiations based upon written proposals only.

6.4 Method of Award: The District reserves the right to waive any minor informalities or irregularities in proposals and/or Agreements in the District's best interests. The District reserves the right to award an Agreement(s) on the basis of individual Scope of Work elements defined as 8_3 West Clark County School District, and 10_3 Clark County School District, to either a single Supplier, or each element can be awarded separately. Taking into consideration the specified evaluation criteria, the District will select the Respondent(s) whose proposal is most advantageous to the District. Contractual commitments are contingent upon the availability of funds as evidenced by the issuance of a purchase order. All Agreements are subject to the approval of the Clark County School District's legal counsel and the Board of Trustees prior to execution. Once awarded, the Agreement will be the final expression of the Agreement between the parties and may not be altered, changed, or amended except by mutual Agreement, in writing.

6.5 Protests: Any Respondent who is allegedly aggrieved in connection with the solicitation or the award recommendation may protest. The protest must be submitted in writing to the Director of Purchasing and Warehousing, within seven calendar days after the recommendation has been made to the public by posting the recommendation on DemandStar. The following criteria must be observed.

- a. Protest letter(s) shall be addressed to the Office of the Director of Purchasing and Warehousing and must be sent via U.S. Mail, FedEx, or other means directly to 4212 Eucalyptus Avenue, Bldg. #7, Las Vegas, NV 89121. The protest letter shall also be sent via facsimile to (702) 799-5018.
- b. All criteria for the protest must be in writing and disclosed in the protest letter.
- c. An impartial Purchasing Administrator will issue a written response which will be sent to the Protestor prior to any additional action taking place on the award recommendation.
- d. If the Protestor wishes to appeal the decision rendered by the impartial Purchasing Administrator it may do so by submitting a letter to the Director of Purchasing and Warehousing (following the initial criteria), which succinctly states why it believes the initial decision was erroneous. The appeal must be submitted at least three full calendar days prior to the scheduled Board meeting.
- e. The Director of Purchasing and Warehousing shall examine the merits of the protest and may either schedule a meeting with the Protestor and/or issue a written response declaring whether or not the protest will be upheld, or if the recommendation shall be presented to the Board of School Trustees for its consideration. If this response cannot be sent prior to the scheduled Board meeting, the Director shall postpone presenting the recommendation to the Board.

The decision of the Board shall be final. The Board need not consider protests unless this procedure is followed. A protest lodged after award by the Board of Trustees shall not be considered.

Part 7: Special Conditions

7.1 Bid Security: This Section Intentionally Omitted

7.2 Performance Bond: This Section Intentionally Omitted

7.3 Expenses: This Section Intentionally Omitted

7.4 Insurance: The Supplier shall be responsible for maintaining insurance coverage in force for the life of the Agreement. The insurance company(ies) must have an A.M. Best rating of A- VI or better and be licensed to write such insurance in the State of Nevada. Prior to commencement of services, provide the District certificate(s) of insurance verifying the coverage. The insurance carrier shall give the District a thirty day written advance notice of any termination, expiration, or any and all changes in coverage. **Deductibles and self-insurance retentions shall be declared in the certificate(s) of insurance.** All deductibles and retentions are the sole responsibility of the Supplier to pay.

Certificates shall verify the following coverages:

- a. Statutory Workers Compensation, and Employers Liability, with limits no less than \$1 million, and providing Clark County School District with a waiver of subrogation.
- b. Commercial General Liability Insurance, including contractual liability, in accordance with the indemnification requirements in paragraph 8.15, and including bodily injury, personal injury, and property damage, with limits of at least \$2,000,000 per occurrence. The general liability insurance shall name the Clark County School District as an additional insured.
- c. Professional Liability (Errors and Omissions) with minimum limits of at least \$2,000,000 per occurrence. The insurance required above may be provided under primary policies or by a combination of primary and excess policies.

- d. Automobile Liability Insurance including owned, hired, and non-owned vehicles, if any, with minimum limit of at least \$1,000,000 combined single limit covering bodily injury and property damage with no additional limitations or exclusions.

Reference your certificate of insurance to the Clark County School District, Attention: Purchasing Department, 4212 Eucalyptus Avenue, Bldg. #7, Las Vegas, NV 89121, and indicate the project name and RFP number.

7.5 Penalties for Untimely Performance: Untimely performance is identified as the late commissioning of any pre-determined/agreed group of sites that is completed 7 or more calendar days past the scheduled completion date. Beginning on the 8th calendar day the Supplier will credit the initial monthly billing(s) for all sites in the entire group in a ratio of 7 days of credit for each day the Work is late. This penalty may extend past one monthly billing and shall accrue until the late Work has been completed.

7.6 Term of Agreement and Renewals: District agrees to retain Supplier for the period of the initial agreed upon lease period, which is (TBD) years, in the amount (\$TBD) per month, per site, subject to the provisions of this RFP. During this period, and any subsequent renewal periods, Supplier agrees to provide services as required by District within the scope of this Agreement. District reserves the right to unilaterally exercise the renewal options for any or all sites at its discretion. District reserves the right to select any of the renewal options for services listed at the following monthly rates: X years at (\$TBD) per site, XX years at (\$TBD), etc., as provided for in the Supplier's proposal response and subsequent negotiated Agreement.

7.7 Vested Interest: This Section Intentionally Omitted

7.8 Warranty: Supplier warrants that the Work shall be performed with the degree of skill, care, and judgment customarily accepted as sound and quality practice and procedure. Supplier further warrants that the Work fulfills the requirements and intent of the entire contractual Agreement inclusive of the Supplier's proposal response. If the Work fails to meet the aforementioned criteria and/or is in the judgment of the District to be inadequate, the Supplier shall re-perform the Work or portion that is unsatisfactory. The Supplier shall be liable for all costs and expenses incurred in the performance of corrective work and services, inclusive of travel, per diem, etc. The District agrees to meet with the Supplier (if requested) on an as-needed basis to monitor the effectiveness of ongoing Work and notify the Supplier of deficiencies within a reasonable time of discovery.

7.9 Migration Activities: Supplier agrees to meet and confer with District to establish a mutually agreed upon migration plan for the conversion of schools for the use of Services provided by Supplier. The Parties mutually agree to establish a conversion plan that is both technically and economically feasible. Supplier's failure to adhere to the conversion plan shall not be deemed a material violation of the Agreement unless such failure results solely from the acts of the Supplier.

7.10 E-rate Compliance: Supplier shall at all times be in compliance with all laws and governmental regulations. In particular, Supplier shall comply with FCC and Universal Service Administrative Corp. rules and policies governing the E-rate program in order to fulfill the purposes of this contract. Supplier warrants that it will have all necessary governmental authorizations to perform the WORK under this Agreement.

7.11 Most Favored Partners: If during the term of this Agreement, Supplier, or any Supplier affiliates offers any service or substantially similar service to any Customer other than District for a charge that is less than the applicable price for the service that corresponds to the service offered by Supplier to District, then Supplier shall offer such service to District at terms, conditions, and prices no less favorable than those offered to the other customers.

7.12 Rebates/Discounts: If Supplier receives any discounts, rebates, and or credits from either regulatory body, or under any tax legislation or program specifically pertaining to the Services provided to District by Supplier herein, then Supplier shall apply one-half (1/2) such discounts, rebates and/or credits to the monthly invoices submitted to the District from the Supplier.

7.13 Tariff Status: Supplier warrants that this service offering is not, and will not be, tarified at a state public utility commission or at the FCC. If the law or regulations that affect this warranty change in the future, the parties agree to renegotiate this Agreement in order to conform to the new law or regulation, while preserving, as much as possible, the original terms of this Agreement.

7.14 As-Built Documents (as applicable): Within 30 days of completion of construction of any group of sites, the Supplier shall deliver to the District any modifications approved and made during construction. These modifications shall be incorporated into an “as-built” drawing using the original approved design drawing. The Supplier shall return a “red-line” copy of the original drawing, with clearly annotated changes, along with the final “as-built” drawing. If no changes occurred during construction, only the “as-built” drawing needs to be returned, and marked accordingly. Ongoing construction charges will not be final paid until the “as-built” drawings are properly submitted.

Part 8: General Conditions

8.1 Assignment of Contractual Rights: The Supplier shall not assign, transfer, convey, or otherwise dispose of the contract or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of the District and any sureties. Any assignment request by the Supplier must bind the successor and assign all covenants of this Agreement to the proposed Assignee.

8.2 Attorneys' Fees: The parties agree that in the event of a dispute, each party will bear its own costs of litigation and attorneys' fees.

8.3 Compliance with FERPA: In the event that the District shares education records with the Supplier, the following provision shall apply. Supplier is a contractor or outside service provider with whom the District has outsourced institutional services or functions that it would otherwise use employees to perform. For purposes of the Family Educational Rights and Privacy Act (FERPA), Supplier constitutes a school official with a legitimate educational interest in obtaining access to education records, and will only have access to those particular education records in which they have a legitimate educational interest. Supplier shall be under the direct control of the District with respect to the maintenance and use of personally identifiable information from education records provided under this Agreement. Supplier is subject to the same conditions on the use and re-disclosure of personally identifiable information from education records that govern other school officials, including 34 C.F.R. § 99.33 and the requirements established by the District.

8.4 Compliance with Law and Regulations: Supplier shall comply with all Federal, State, Local Laws, Ordinances, and District Regulations relative to conducting business with the District, as such requirements are incorporated herein by reference. The laws of the State of Nevada shall govern as to the interpretation, validity, and effect of this proposal, its award, and the execution of this contract.

8.5 Confidential Treatment of Information: Supplier shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

8.6 Conflict Of Interest: Pursuant to District regulations, the District shall not enter into a purchase transaction for any amount with any person related within the third degree of consanguinity or affinity to a member of the Board of School Trustees, or to a person acting as the authorizing official for the District, except as fully disclosed and authorized in advance. Authorizing official is being defined for this purpose as the person who has final authority to administer budgets, or his/her designee.

8.7 Contract Extension: The District reserves the right to extend this contract for up to 90 calendar days from its expiration date for any reason.

8.8 Covenant: The Respondent covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Further, the Respondent covenants, to its knowledge and ability, that in performance of said services no person having any such interest shall be employed.

8.9 Dispute Resolution:

Mediation: In the event of a dispute the District's Purchasing Department will schedule a meeting with the Supplier to attempt to mediate and resolve any outstanding claims or disputes prior to initiating a request for arbitration (or commencing litigation). If through good faith efforts the matter is not resolved within 14 working days after the scheduled meeting, the parties may agree to continue mediation or may decide to proceed with the formal resolution process set forth herein.

Formal Dispute: In the event that mediation is unsuccessful, the controversy or claim arising out of or related to the Agreement, or the breach thereof, shall be settled by arbitration, unless the District, at its sole option, rejects arbitration by so notifying the Supplier. If the District rejects arbitration, the Supplier shall have 30 days from the date of receipt of the notice of rejection to commence litigation(s) by the service of a summons and complaint upon the District. Failure to effect service upon the District within said time period shall act as a bar to litigation of the claim, which was the subject of the request for arbitration. If the matter is arbitrated, the rules of the American Arbitration Association shall apply. Judgment on such awards may be entered by Nevada courts. The parties agree that no attorneys' fees may be awarded by any arbitrator to any party or sub-tier party that arise out of or relate to any and all claims and other disputes pertaining to the Agreement (in any case).

8.10 Federal Funding: In the event federal funds are used for payment of all or part of this agreement: Supplier certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published at pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

8.11 Force Majeure: Neither party shall be liable for failure or delay in performance under any Agreement anticipated by this order due in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, pandemic, epidemic, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations, and any other causes which are not within such party's reasonable control, whether or not the kind specifically enumerated above. During any period of Supplier's inability to perform, the District may acquire from others, without incurring liability to Supplier, said goods or services.

8.12 Gratuities: In accordance with District Policy 3316, District employees are prohibited from accepting any gratuity (including food or beverages) from Suppliers or prospective Suppliers.

8.13 Headings: Paragraph/section headings, numbers, and alphabetical designations have been inserted for convenience of reference only. If there is any conflict between any such designations and the text of this agreement, the text shall take precedence.

8.14 Inconsistencies in Conditions: In the event there are inconsistencies between the specifications, Scope of Work, and the boilerplate proposal terms or conditions, (excepting Special Conditions) contained herein, the proposal terms and conditions will take precedence.

8.15 Indemnification: The Supplier agrees to protect, defend, indemnify, and hold harmless the District, and its officers and its employees, from and against any and all liability, claims, demands, and expenses, including court costs and attorney fees, which arise out of or are attributable to the work to be performed under this Agreement.

- a. Subject to NRS Chapter 41, and other applicable law, the District agrees to indemnify, and hold the Supplier, its officers, and its employees harmless from and against any liability, claims, demands, and expenses, including court costs, and attorney fees, on account of any injury, loss, or damage which arises out of the work performed under this Agreement, if such injury, loss, or damage is due to the negligence of any officer or employee of the District.
- b. The obligation of this section shall not apply to damages for which the District is/shall become liable by final judgment to pay to a third party. Nothing herein shall constitute a waiver by the District of any rights and privileges under any governmental immunity act or related statute.

8.16 Installation: If required by the RFP documents, minimally the Supplier shall be responsible for performing installation startup and commissioning services, including the removal of all residual packing or shipping materials.

8.17 Intellectual Property: Any drawings, written reports or other works made by the Supplier shall be considered works for hire and become the property of the District. Any such works shall not be stamped with the Supplier's proprietary markings.

8.18 Invoice Audits: The Supplier shall provide to the District, within 14 calendar days of request, a report to validate that the price(s) charged are in accordance with the proposal price(s). The report shall be provided in the format specified by the District. Discrepancies, errors, and/or omissions found in the report shall require the Supplier to update and correct the report within seven calendar days of notice from the District. In the event the Supplier undercharged the District, the District shall reimburse the Supplier within 30 calendar days. In the event that the Supplier overcharged the District it shall reimburse the District within 14 calendar days. If overcharges are found, the District may declare the Supplier in breach of contract, terminate the contract, and designate the Supplier non-responsible for future bid/proposal efforts for two years and pursue any other legal or equitable remedies available by law.

8.19 No Third Party Rights: This Agreement is made for the benefit of the District and the Supplier, and not for any outside party.

8.20 Non-Endorsement: As a result of the selection of a Supplier to supply services, the District is neither endorsing nor suggesting that the Supplier's service is the best or only solution. The Supplier agrees to make no reference to the District in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of the District.

8.21 Operational Systems: The Supplier shall furnish a completely operational system whether or not all items necessary to make the system operational are specified.

8.22 Out of State Suppliers: Out of State Suppliers shall accept collect calls or provide a toll free number for the placement of orders and conducting business with the District.

8.23 Patent Indemnity: The Supplier agrees to indemnify and hold the District harmless from any claim involving patent infringement or copyrights on goods supplied.

8.24 Penalties: In case of default by the Supplier, the District may procure the articles and/or services from other sources and may deduct from any unpaid balance due the Supplier or collect against the bond, security, or from the surety for the amount of excess costs so paid.

8.25 Records: Records shall be maintained as required by the successful Supplier in compliance with applicable municipal, federal or state laws, ordinances, codes, and as prescribed by the District. At any time during normal business hours, as the District deems necessary, all records shall be made available to the District at a location in the Las Vegas, NV area for examination with respect to all matters covered by any subsequent agreement. The District may audit, examine and/or take excerpts or transcripts from such records including, but not limited to, invoices, materials, payrolls, records of personnel, conditions of employment, or any other data as may be pertinent to this RFP.

8.26 Sales Tax: Any Respondent that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation at (775) 687-4892.

8.27 Severability: If any of the terms, covenants, provisions, and agreements contained herein are held invalid, illegal, or unenforceable, by a competent court or arbitrator, this Agreement shall be interpreted as if such invalid terms, covenants, provision, or Agreement were not contained herein and the remaining provision shall be valid and enforceable.

8.28 Taxes: The District is a political subdivision of the State of Nevada and under the provisions of NRS 372.325 is exempt from payment of Sales and Use Tax (Tax Identification Number is 88-6000030). The prices offered must be net, exclusive of taxes.

8.29 Termination for Convenience: This Agreement may be terminated in whole or in part by the District for its convenience; but only after the Supplier is given:

- a. Not less than two calendar days' written notice of intent to terminate; and
- b. An opportunity for consultation with the District prior to termination.

8.30 Term of Agreement and Renewals: The District agrees to retain the awarded Supplier for the initial agreement period as defined in the Special Conditions of this proposal. The District reserves the right to extend or continue the life of the agreement period, if the Agreement is performed to the District's satisfaction. During the initial agreement period, and any subsequent renewal periods, Supplier agrees to provide services as required by the District within the scope of this Agreement.

8.31 Title and Risk of Loss: The title and risk of loss of material or service shall not pass to the District until material is delivered to the specified location, quantities are verified, and the material is inspected for damage or service is completed as specified.

8.32 Use by Other Government Entities: Nevada Revised Statute 332.195 states that local governments and the State of Nevada may use the agreements of other local governments within Nevada, if approved by the Supplier. The local government that originally awarded the Agreement is not liable for the obligations of other local governments.

END OF GENERAL CONDITIONS

Part 9: Definitions and Acronyms

Board of Trustees	Governing Board of Clark County School District
Buyer I	Purchasing employee responsible for distributing all proposal documents and receiving all questions, issues, and concerns in written form. Refer to the front page of the document for specific contact information
Department	Purchasing
Director of Purchasing	District's Designated Procurement Official
District/CCSD/Owner	Clark County School District
Evaluation Committee	An independent committee, established by the District to review proposals submitted in response to this RFP, score the proposals and recommend a Supplier(s) for Agreement award
May	Indicates something that is not mandatory but permissible
NRS	Nevada Revised Statutes
Plan Holder	Respondent that has received or downloaded the RFP documents
Purchasing Administrator	Assistant Director, Coordinators, and/or Director of Purchasing
Respondent	A prospective Supplier submitting a proposal
RFP	Request for Proposal
Shall/Must/Will	Indicates a mandatory requirement. Failure to meet mandatory requirement may result in rejection of a proposal as non-responsive
Should	Indicates something that is recommended, but not mandatory.
Subcontractor	Third party, not directly employed by the District, who will, if the Respondent is selected, provide services in connection with the Agreement anticipated by the RFP
Supplier	Individual or firm(s) selected to perform the Scope of Work
Work	The provision or furnishing of goods and/or services as indicated throughout the entire RFP document

Part 10: Agreement

AGREEMENT FOR: [REDACTED]. This Agreement is made and entered into this [REDACTED] day of [REDACTED], 202X, with an effective date of [REDACTED], [REDACTED], 202X, by and between Clark County School District, a political subdivision of the State of Nevada, hereinafter called the "District" and [REDACTED] hereinafter called the "Supplier".

WITNESSETH:

WHEREAS, the Supplier has the personnel and resources necessary to provide all materials, equipment, and labor to provide the District [REDACTED].

WHEREAS, the Supplier has the required licenses and/or authorizations pursuant to all Federal, State of Nevada and Local Laws in order to conduct business relative to this Agreement.

NOW, THEREFORE, District and Supplier agree as follows:

10.1 Responsibility of Supplier: It is understood that Supplier shall provide all services necessary as required or provide services as required to accomplish the specified Work. In the performance of the services herein provided for, Supplier shall be, and is, an independent contractor, and is not an agent or employee of the District and shall furnish such services in its own manner and method except as required by this Agreement. Further, Supplier has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Supplier in the performance of the services hereunder. Supplier shall be solely responsible for, and shall indemnify, defend and save the District harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

- a. The Supplier acknowledges that Supplier and any subcontractors, agents or employees employed by Supplier shall not, under any circumstances, be considered employees of the District, and that they shall not be entitled to any of the benefits or rights afforded employees of the District, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. The District will not provide or pay for any liability, medical insurance, retirement contributions, or any other benefits for or on behalf of Supplier or any of its officers, employees, or other agents.
- b. Supplier shall appoint a Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager or by Supplier's associates and employees under the supervision of the Manager. Should the Manager, or any employee of the Supplier be unable to complete his or her responsibility for any reason, the Supplier will replace him or her with a qualified person. If Supplier fails to make a required replacement that is suitable to the District within ten days, the District may terminate this Agreement for default.
- c. The Supplier agrees that its officers and employees will cooperate with the District in the performance of services under this Agreement and will be available for consultation with the District at such reasonable times with advance notice as to not conflict with its other responsibilities.

- d. Supplier has or will retain such employees as it may need to perform the services required by this Agreement.
- e. The rights and remedies of the District provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.
- f. Services to be performed by the Supplier for the Work shall consist of the scope of services described in the Special Conditions, General Terms and Conditions, Scope of Work, Addenda [REDACTED] and offers of service as indicated in the Supplier's proposal response as set forth in this Agreement, attached hereto. RFP 23021 CSS, dated October 13, 2022 in its entirety is incorporated into and made part of this Agreement.

10.2 Responsibility of District: The District agrees that its officers and employees will cooperate with Supplier in the performance of services under this Agreement and will be available for consultation with Supplier at such reasonable times with advance notice as to not conflict with its other responsibilities.

- a. The services performed by Supplier under this Agreement shall be subject to review for compliance with the terms of this Agreement by the District's representative, Carl Staggs, telephone number (702) 799-5225 ext. 5463 or designee. District's representative may delegate any or all responsibilities under this Agreement to appropriate staff members, and shall so inform Supplier by written notice before the effective date of each such delegation.

10.3 Changes to Scope of Work: The District may order extra work or make changes by adding or deducting from the Work without invalidating the Agreement. No Work or change shall be made nor charges for extras claimed unless authorized by the District in writing.

- a. The District shall provide written notification to the Supplier for any contemplated change. Upon receipt of such notice the Supplier shall provide an estimate for the increase or decrease in cost due to the contemplated change and notify the District of any anticipated change in the completion date.
- b. In the event that the District elects to make the contemplated change, the District shall issue an Agreement Amendment or Change Order authorizing the modification to the Scope of Work.

10.4 Compensation and Terms of Payment:

- a. District shall apply annually to the School and Libraries Division, "SLD" each year of the contract for E-rate funding and shall designate Supplier as its provider of Services. Supplier shall assist District with the completion of its application, if so requested. Supplier represents and warrants that if District is denied E-rate funding due to Supplier's ineligibility to receive E-rate funds for any reason whatsoever, then Supplier shall deduct from the District's monthly invoice that portion of the Service and/or lease fees that the District would have received from the SLD but for Supplier's ineligibility. If the District is denied SLD funding for any reason other than the eligibility of the Supplier, then the District shall not be released from its financial obligations set forth herein. Upon District's receipt of the Funding Commitment Decision Letter, District shall file Form 486 with the SLD. Upon District's proof of such filing, Supplier shall submit a request for E-rate reimbursement from the SLD for the Services rendered to date and shall remit to the District, via an offset in the future monthly invoices, the amount received by Supplier from the SLD for the annual E-rate fund.

- b. Billing Disputes. Any billings reasonably disputed by the District will be set aside for a period not to exceed ninety (90) days from the invoice due date to investigate the claim. All other undisputed charges will be paid with the prescribed period of time. The District will submit documentation substantiating its position and will meet with the Supplier to resolve the dispute. Both parties will investigate the merits of the dispute and will work in good faith to resolve claims. In the event a mutual agreement cannot be reached the provisions for dispute resolutions shall be initiated as prescribed in this agreement.
- c. Monthly billing for Services may commence after meeting the requirements as set forth in this Agreement. On the first day of the month following acceptance of Service at each location, Supplier shall invoice District for the total value of Services from the date of acceptance and for the subsequent month. All amounts stated on each invoice for monthly recurring charges, nonrecurring charges, and all other fees or charges accrued pursuant to this Agreement, are due and payable, (excepting disputed billings) by District within thirty (30) days from the receipt of invoice (“Due Date”). District agrees to remit payment to Supplier at the remittance address set forth in the invoice. In the event District fails to make full payment of the undisputed amounts to the proper address by the Due Date, District shall be subjected to a late penalty of \$12.00 per location, per day commencing on the sixty first (61st) day that all non-disputed charges remain unpaid.
- d. District shall pay any federal, state or local use, gross receipts, franchise fees, excise, sales or privilege taxes (other than income, real or personal property taxes of Supplier), governmental fees that the government agency specifically requires the Supplier to pass through to the District (collectively “Tax or Taxes”) in connection with the Service furnished by Supplier in addition to other charges owed to Supplier under this Agreement. Taxes, if any, shall be invoiced to District on a monthly basis together with other charges under this Agreement and shall be due and payable as provided under this Agreement.
- e. In the event District believes that, with respect to the Service provided hereunder, District is Tax exempt, District shall submit to Supplier written verification of District’s Tax exempt status including exemption certifications acceptable to District and to the relevant jurisdiction imposing Taxes evidencing that District has been granted a tax exemption. District shall be responsible for maintaining its Tax exempt status and if such status should change during the Term of this Agreement, District shall be responsible for providing Supplier with written notice of such change in District’s taxable status and District shall indemnify Supplier for its failure to provide Supplier with correct tax exempt certificates.
- f. The Supplier shall bill monthly in arrears and payments shall be made monthly within 30 days after receipt of a properly prepared and correct invoice and completion of identified task, whichever is the later.
- g. The District shall subtract from any payment made to Supplier all damages, costs and expenses caused by Supplier’s negligence.
- h. Invoice shall include the following information:
 - a. Supplier’s name,
 - b. Complete address (including street, city, state, and zip code),
 - c. Telephone number,

- d. Contact person,
- e. Description of services, amount of sites receiving service, rate per-site, date of service other as required to support charges,
- f. District's purchase order number,
- g. Supplier's Federal Tax Identification Number, and
- h. RFP number.
- i. Invoices shall be submitted to:
Clark County School District
2832 E. Flamingo Rd.
Las Vegas, NV 89121
Attn: Accounts Payable or other designated locations
Via email at: inbox060@nv.ccsd.net

10.5 District's Fiscal Limitations: The content of this section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions and shall limit the District's financial responsibility as indicated.

- a. The District's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Board of School Trustees, and
- b. The District's total liability for all charges which may become due under this Agreement, is limited to the total maximum expenditure(s) authorized by the District by the issuance of Notices to Proceed supported by corresponding Purchase Orders.

10.6 Time: Progress and Completion: Time limits that are mutually agreed upon by the District and the Supplier are of the essence. By executing the Agreement, the Supplier confirms that the time stated in the Agreement documents are reasonable periods for performing the Work.

10.7 Subcontracts: The Supplier without prior written approval of the District shall not subcontract this Agreement.

- a. Approval by the District of Supplier's request to subcontract or acceptance of or payment for subcontracted work by the District shall not in any way relieve Supplier of responsibility for the professional and technical accuracy and adequacy of the Work. Supplier shall be and remain liable for all damages to the District caused by negligent performance or non-performance of work under this Agreement by Supplier's subcontractor or its sub-subcontractor.

10.8 Suspension: During any construction period the District may suspend performance by Supplier under this Agreement for such period of time as the District, at its sole discretion, may prescribe by providing written notice at least three working days prior to the date on which the District wishes to suspend. Supplier shall not perform further Work under this Agreement after the effective date of suspension until receipt of written notice from the District to resume performance.

10.9 Termination District and Supplier: Note: Provision 8.29 of the General Terms and Conditions, shall only apply to the initial construction phase and subsequent construction activities authorized by the District. The District's right to terminate activities after the acceptance of the Work during the initial lease period and subsequent renewal periods is limited to the following conditions:

- a. The District's ability to pay for services as limited by annual appropriations for this purpose as approved by the Board of School Trustees. Under no circumstances will appropriations be withheld for the sole purpose of dissolving this Agreement with the Supplier or to replace these same services with that of any competitor's like services. If funds are not appropriated the District shall provide 90 days written notice prior to the required termination service date.
- b. In the event that the Wide Area Network does not provide the specified service levels for an amount of 99.999% of the time during any continuous thirty (30) day period, due to the fault of Supplier the District will serve notice of unsatisfactory performance in the form of an incident report. The Supplier shall have 15 days to take corrective action to restore the affected portion of the network to its specified operating level. In the event that two or more incidents of unsatisfactory performance occur within 365 days the District will classify the incidents as a breach of performance. The District reserves the right to terminate service in whole or part but not until every reasonable option has been afforded to the Supplier to correct the breach. Upon determining that the Supplier is unable to remedy the breach the District may issue a termination notice for services, in whole or part, providing a minimum of 90-days of notice.
- c. Upon termination of services for either of the aforementioned causes the District will pay Supplier that portion of the compensation, which has been earned as of the effective date of termination. No amount shall be allowed for anticipated profit, lost revenues, or other claims relating to this termination.
- d. Upon termination for default the District will pay Supplier that portion of the compensation which has been earned as of the effective date of termination but:
 - i. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. any payment due to the Supplier at the time of termination may be adjusted to the extent of any additional costs occasioned to the District by reason of the Supplier's default
- e. Upon receipt or delivery by Supplier of a termination notice, the Supplier shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the District's representative any deliverables.
- f. Termination by Supplier is limited to the following: If District fails to make payment as specified, and if such failure continues for ninety (90) days after Supplier gives written notice to District of same, then Supplier, at its sole option, may elect to pursue one or more of the following courses of action: (i.) terminate this Agreement whereupon all sums then due and payable shall become immediately due; (ii.) suspend all or any part of Service, and/or (iii.) pursue any other remedies as may be provided at law or in equity.
- g. The rights and remedies of the District and the Supplier provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

