

# Request For Qualifications (RFQ)

## Q001-25

The Board of Education for Douglas County School District 0001 (Omaha Public Schools)  
Invites Submission of Proposals for:

**PeopleSoft ERP Replacement**

TO BE CONSIDERED, PROPOSAL SUBMISSIONS MUST BE RECEIVED PRIOR  
TO THE PROPOSAL SUBMISSION DEADLINE.

LATE PROPOSAL SUBMISSIONS WILL NOT BE ACCEPTED.

**SUBMIT COMPLETED PROPOSALS TO:**  
**Purchasing Lockbox**

**Omaha Public Schools**  
**Subject: PeopleSoft ERP Replacement**

### Important Proposal Submission Information and Deadlines:

Request for Proposal Title and RFQ Number	PeopleSoft ERP Replacement Q001-25
Date of Issuance of RFQ	July 7, 2025
Deadline for Submission of Questions	July 21, 2025
Proposal Submission Deadline	August 8, 2025 @ 2:00 pm CDT

Question Submission Email Box	techbids@ops.org
Proposal Submission Email Box	techbidsqa@ops.org
Microsoft Teams Meeting Phone Number	1-402-509-3892
Microsoft Team Conference ID for Proposal Opening	493638004#
Address for In Person Proposal Opening	3215 Cuming St, Omaha, NE 68131

## REQUEST FOR QUALIFICATIONS – Q001-25

### [PeopleSoft ERP Replacement]

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## SECTION 1.0 REQUEST FOR QUALIFICATIONS AND PROJECT OVERVIEW

The Board of Education (“Board”) of Douglas County School District 0001 (Omaha Public Schools) (“District” or “OPS”) invites proposals for PeopleSoft ERP Replacement (the “Materials”). The District is seeking Materials that are specified in the RFQ Documents (as defined in Section 4.1 hereof) from qualified and experienced firms (“Firm” or “Firms”). The proposals and the Materials submitted will be evaluated by the District’s evaluation committee which will make a recommendation to the Board of Education regarding which Firm or Firms should provide the Materials to the District. The Board will make the final decision as to which Firm or Firms, if any, will supply the Materials. Multiple Firms may be awarded contracts for some or all of the Materials. Once the terms of a contract are negotiated and agreed upon by the District and the selected Firm or Firms, the contract or contracts will be presented to the Board of Education for approval.

### 1.1 PRELIMINARY SCHEDULE

July 7, 2025	Request for Proposals issued
July 21, 2025	Deadline for submitting questions by 2:00 p.m. CT
Aug 8, 2025	Proposals due by 2:00 p.m. CT
Aug 11 – 29, 2025	Committee review of all proposals and selection of proposals for further review
Sept 1, 2025	Notification of Firms’ proposals selected for further review
Oct 6 – Nov 14, 2025	3 – 4 days of onsite Demonstrations per selected Firm
Nov 17 – 21, 2025	Committee review of short-listed Firms’ proposals and demonstrations
Dec 15, 2025	Recommendation of selected Software to the Board of Education for approval and negotiation of the Contract. Presentation of the Contract to the Board for approval.

### 1.2 EXECUTIVE SUMMARY AND BACKGROUND

#### 1.2.1 PROJECT OVERVIEW AND GUIDING PRINCIPLES

Omaha Public Schools (OPS) seeks to replace all existing PeopleSoft (v9.2) ERP system, including all software modules and retire selected third-party software tools. While these systems have served the district well for decades, they now fall short of both sustainability and functional adequacy. As a result, the district has identified modernization of ERP software, systems, and related processes as critical to achieving strategic plan objectives. Guiding principles that are driving this project include, but are not limited to:

- Improved self-service functionality and experiences across all user groups
- Modernized time capture and control capabilities
- The ability to seamlessly manage staff across the hire-to-retire life cycle

- Improved workflow, posting controls, and dashboard capabilities
- Improved ACH, payment notification, vendor, and procurement functionality
- Improved 'cross-module' integration of data and information
- Improved reporting, analysis, reconciliation, and management control mechanisms
- An ERP ecosystem that is Cloud based, efficient, maintainable, and adaptable for the future

### 1.2.2 ADDITIONAL BACKGROUND AND ORGANIZATIONAL CONTEXT

- OPS serves over 52,000 students in a diverse community comprised of 65 elementary schools, 13 middle schools, 9 high schools, and 15 alternative programs.
- Approximately 8,900 salaried and hourly staff work within the district.
  - Most staff are aligned with one of thirteen collective bargaining agreements
  - > 80 unique pay groups are managed across multiple pay cycles
- OPS administers an annual general operating budget exceeding \$800 million.
  - Historical Bond Projects totaling \$831 million are also being managed
  - The fiscal year runs from Sep-1 to Aug-31
- The district budget and accounting hierarchy are organized as shown below:
  - 10 Ledgers are maintained
  - Distinct Chartfield Categories (FY2025):
    - Business Units: 25
    - Operating Funds: 700
    - Project Numbers: 731
  - Cross-Unit Chartfield Categories
    - Program Codes: 129
    - Class Codes: 200
    - Department Codes: 1,850

*Please reference Appendix C for additional information on data volumes.*

### 1.3 TIMELINE

The high-level timeline below outlines the ERP Evaluation and Selection Process currently underway, along with the targeted implementation start and go live dates.

Omaha Public Schools	2025		2026				2027				2028	
Phase	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
ERP RFQ/RFP Creation and Evaluation												
Software Vendor Selection												
Integration Vendor Selection												
Contract Finalization and Pre-Planning												
ERP Implementation												

Key Milestones:

- 2025 Q4: Software Vendor Selection
- 2026 Q2: Integration Vendor Selection

- 2026 Q3 (July): ERP Implementation Project Kickoff
- January 1, 2028: HCM Go Live
- April 1, 2028: Finance and Supply Chain (FSCM) Go Live

#### 1.4 SCOPE

The District intends to purchase and implement a new ERP system beginning in July of 2026. We are proposing to go live with HCM on January 1, 2028, and FSCM on April 1, 2028. The District is committed by intent and certain policies to meet the timeline and budgeting parameters of the project defined in the final agreement.

*NOTE: The intent of this Software RFQ is to select the ERP Software for the District. The Implementation Services will be determined by a separate bid after the Software has been awarded.*

##### 1.4.1 BUSINESS ENTERPRISE SYSTEMS

OPS utilizes a variety of third-party systems in conjunction with PeopleSoft to deliver services across the District. The following table lists third-party systems currently active within the District as of the issuance of this RFQ. While OPS is not prescribing specific replacements, the District is open to respondent recommendations where core ERP functionality may reasonably consolidate or replace existing third-party systems or integrations. Respondents are encouraged to identify opportunities where their proposed solution may offer improved integration, efficiency, or alignment. Note that not all the systems below have interfaces to the ERP. For integration details, refer to the RICEW Interfaces worksheet in *OPS-RICEW Elements.xlsx* and the *OPS Current PeopleSoft Integrations.pdf* in Exhibit A.

<b>System</b>	<b>Description</b>
Singularity	Data Warehouse and Reporting
CDW-G	Punch out integration
Staples/Corp Express	Punch out integration
GovConnect	Punch out integration
SchoolCash (KEV)	Student activity cash tracking
Banking (PIVOT)	US Bank's Portal (bonds/statements/invoices)
State of NE	Retirement and Pension
FinalSite (Blackboard)	Content management system and notifications platform
Frontline	Absence Management
TalentED	Employee Lifecycle from recruit to hire
Infinite Campus (SIS)	Student Information System
Equifax	Financial Data for Employees
Case-IQ	Incident Reporting System
Canvas	LMS for employees; Students for grades, schedules, etc.
HighJump	Warehouse and Inventory system
Tableau	Data Visualization and Business Intelligence
Alteryx	Leveraging for Creditable Year calculations
Primero	POS for Nutrition Services
Mosyle	MDM; system of record for Apple devices

PaperVision	Student and Employee records (document management)
Performa	Catering Events
DebtBook	Tracking of debts associated with bonds
Genetech	Security and Building Access
ACA Track	ACA 1095/1094 Delivery
Excites	Workflow for Grant-related requisition approvals
The Work Number	Verification of Employment/Income
NPERS	Reporting file transfer with Nebraska Public Employees Retirement Systems
Fleetsoft	Transportation Management

#### 1.4.2 MODULE/FUNCTIONALITY LIST

The table below reflects the District's preliminary view of required functionality. Final scope, however, is dictated by your answers to the Functionality questions in this RFQ. Accordingly:

- Include a module in your base bid when your responses confirm it is needed to meet the District's requirements.
- Exclude or mark as optional any module whose functionality is demonstrably covered elsewhere in your suite or is not warranted by the question set.
- Add any additional module if the Functionality questions reveal a need not captured in the table, clearly labeling it as such in the explanation column.

*Document these decisions in the "VendorCost" spreadsheet.*

Functionality	Priority
<b>Human Resources</b>	High
<b>Benefits Administration</b>	High
<b>Payroll</b>	High
<b>Time &amp; Attendance</b>	High
<b>Absence/Leave Management</b>	High
<b>Travel &amp; Expense</b>	High
<b>Position Control</b>	High

<b>Certification/License and Credential Tracking</b>	High
<b>Talent Management</b>	High
<b>Self-Service</b>	High
<b>General Ledger</b>	High
<b>Purchasing</b>	High
<b>Accounts Payable</b>	High
<b>Accounts Receivable</b>	High
<b>Warehouse/Inventory Management</b>	High
<b>Financial Reporting</b>	High
<b>Budgeting &amp; Forecasting</b>	High
<b>Asset Management</b>	High
<b>Retiree Billing/COBRA</b>	Low
<b>Contract Management</b>	Medium
<b>Vendor Portal</b>	Medium
<b>Capital Project/Project Management</b>	Medium
<b>Project Accounting</b>	High
<b>Cash Management</b>	Medium
<b>Purchasing Cards</b>	Medium
<b>Grants Management</b>	Medium
<b>Document Management</b>	High
<b>Bonds/Debt Management</b>	Medium
<b>Lease/Subscription Management</b>	Medium

## SECTION 2.0 PRODUCT REQUIREMENTS

To support evaluation and ensure comparability across responses, a detailed listing of functional and technical requirements has been provided in the VendorResponse.xlsx file (Functionality Matrix worksheet). Respondents must complete the applicable sections in full, providing scores and comments where required. The information provided in this section offers a general overview, while the VendorResponse.xlsx serves as the definitive reference for all product and technical requirements to be addressed in this RFQ.

### 2.1 GENERAL REQUIREMENTS

This section outlines the foundational product and service capabilities expected of any ERP solution proposed to Omaha Public Schools (OPS). These general requirements address critical elements such as delivery models, licensing assumptions, support expectations, and baseline functionality applicable across all modules and workstreams.

Firms must complete the corresponding section in the VendorResponse.xlsx file (Functionality Matrix worksheet) and results will be evaluated and scored as part of Firm evaluation. Please enter a score (and comments as necessary) for each requirement as a blank/null response will be scored as “0 – Requirement is not met”. Each requirement is accompanied by a MoSCoW priority rating, assigned by OPS, indicating the relative importance of each requirement:

- MUST – Mandatory; required for go-live
- SHOULD – Highly preferred; strong consideration in evaluation
- COULD – Desired; would enhance functionality or usability
- WILL NOT HAVE – Included for context; not expected in proposed solution

Each requirement must be accompanied by a priority rating/score, to be **completed by the responding Firm**:

- **3** – Requirement is fully met by the proposed solution
- **2** – Requirement is met with customization
- **1** – Requirement is met through a third-party integration
- **0** – Requirement is not met by the proposed solution

Firms should use the priority ratings to assess the criticality of each requirement and to guide their response strategy. Where appropriate, Firms are encouraged to include concise comments to clarify how their solution addresses each item. ***Please note:*** *Firms should return their completed VendorResponse.xlsx in the same .xlsx format. Do not PDF this file.*

The District will use the completed VendorResponse.xlsx to evaluate functional alignment, understand solution fit, and inform subsequent stages of selection. Accurate and thorough responses are essential to ensure transparency and comparability across all proposals.



Some requirements contain additional context and examples. These entries represent critical differentiating requirements that OPS has taken care to describe in additional detail to ensure the Firm fully understands the nuances of each and clarify OPS' expectations of the new system. Firms are encouraged to add comments to these, clarifying their approach.

## 2.2 TECHNOLOGY REQUIREMENTS

The proposed ERP solution must be technically robust, scalable, secure, and aligned to Omaha Public Schools' operational environment. This includes considerations for infrastructure, performance, integration, mobile support, and long-term sustainability. Firms must complete the Technology requirements in the VendorResponse.xlsx file, Functionality Matrix worksheet. This section includes detailed questions designed to assess the technical architecture and capabilities of the proposed solution. Firms are expected to provide accurate, complete responses and may include brief explanatory comments where necessary to clarify their approach. In general, the technology requirements are categorized as follows:

- **Infrastructure** – Covers core platform architecture, hosting models (cloud, on-premise, hybrid), performance expectations, and scalability.
- **Integration** – Addresses the ability to integrate with third-party systems, internal applications, and existing District tools via APIs, middleware, or other integration frameworks.
- **Disaster Recovery** – Focuses on system availability, backup and restore capabilities, recovery time objectives (RTO), and disaster recovery planning.
- **Security and Privacy** – Includes encryption, authentication, role-based access controls, logging, and compliance with security standards.
- **Reporting and Data** – Encompasses tools for data extraction, dashboards, analytics, visualizations, and support for ad hoc and scheduled reporting.
- **Mobile Device Support** – Evaluates the availability and performance of mobile access on phones, tablets, and other mobile devices.

In addition, Firms will find summary statistics and details in the *OPS – RICEW Elements.xlsx file* that outline specific Reports, Integrations, Conversions, Enhancements, and Workflows (RICEW elements). These items reflect critical functional components and technical objects that must be supported or replicated in the new solution. For each element you will find summary details related to that element, along with a MoSCoW Rating and a RICE Scoring for each element. Firms are not required to provide a response to RICEW elements and should instead use this information when evaluating scope and scale of RICEW elements. A summary of the RICE prioritization method follows: RICE Scores - The RICE scoring model is a prioritization framework to assist in assessing the importance and necessity of specific items related to the RFQ. RICE stands for Reach, Impact, Confidence, and Effort, and are further explained as follows:

- **Reach** - This factor estimates how many people your project or feature will affect.
- **Impact** - This measures the effect that the feature will have on everyone it reaches. Rated on a scale of 1 to 3.
- **Confidence** - Confidence reflects the certainty of the estimates for reach and impact.
- **Effort** - This is an estimate of the amount of work required to complete the project or feature (in months).
- **Calculation** - The RICE score is calculated using the formula: **RICE Score = (Reach × Impact × Confidence) / Effort**

Respondents will also find a schedule of attachments in Appendix B - Technical Attachments Schedule and in the Exhibits. These attachments/exhibits may be beneficial in the preparation of any response to this RFQ.

### 2.3 INTEGRATION LAYER

OPS recognizes the critical importance of a modern, scalable integration layer to ensure seamless data flow across systems. The integration layer serves as the backbone connecting the ERP system to both internal and external applications, including legacy platforms, third-party software, and key district systems (e.g., student information systems, payroll vendors, and facilities platforms). A scalable, secure, and well-managed integration architecture is essential for minimizing manual data entry, maintaining data integrity, and supporting real-time interoperability across the enterprise.

To that end, respondents must include a detailed description of their approach to integration, including preferred tools or platforms (e.g., middleware, integration platform-as-a-service (iPaaS), or proprietary APIs), supported integration patterns, and any partnerships or vendor alignments. Firms should also outline their experience with their preferred/suggested solutions and specify how their proposed ERP offering aligns with modern integration best practices. This information will help the District assess compatibility, long-term sustainability, and implementation complexity of the proposed solutions.

*NOTE: OPS does not currently utilize an Integration layer but would like to take this opportunity to explore such a solution.*

### 2.4 ORGANIZATIONAL CHANGE MANAGEMENT

Organizational Change Management (OCM) is a critical component in OPS' ERP modernization. The success of the implementation will depend not only on the system's capabilities but also on effective adoption by end users across the District. OPS is committed to a thoughtful, people-centered change approach to change.

The ERP solution should support and enhance these efforts through built-in features and tools. Key areas of interest include, but are not limited to:

- Tools that support stakeholder engagement, communications, and readiness tracking
- In-system guidance or walkthroughs to support process changes
- Self-paced training tools and end-user learning enablement
- Role-based security and interface personalization to ease transitions
- Dashboards or analytics to monitor adoption and identify friction points

Respondents must describe how their solution enables these capabilities at scale, particularly in a K-12 public education environment. Where possible, include references, screenshots, or examples from prior implementations

## 2.5 DATA PRIVACY AND SECURITY

Omaha Public Schools (OPS) places the highest priority on the protection of student, staff, and organizational data. All proposed solutions must demonstrate compliance with applicable data privacy laws and security best practices. The proposed ERP system must be designed and operated to ensure the confidentiality, integrity, and availability of all District data. All data associated with the OPS ERP system must reside within the United States. No portion of OPS data may be stored, processed, or backed up outside the U.S. under any circumstances.

## SECTION 3.0 RESPONSE REQUIREMENTS AND FORMAT

### 3.1 GENERAL

In addition to submission of the Materials required in Section 2.0 of the RFQ, the Firm's proposal shall also contain, at a minimum, the information under the following sections, which must be organized in the order given below. Firms may use the format of their choosing within the sections. Any proposal not containing the required information may be rejected by the District.

### 3.2 EXECUTIVE SUMMARY

The proposal will include an executive summary from the Firm, briefly describing the history of your firm and how long the firm has been providing the specified service. Also in this section, please concisely convey your firm's value proposition, your understanding of the District's needs, and key benefits and/or differentiators.

### 3.3 FIRM PROFILE

Each Firm must complete the 'Vendor Profile & Background' worksheet located in the attached Excel workbook *VendorResponse.xlsx*.

### 3.4 FUNCTIONALITY/REQUIREMENTS MATRIX

Each Firm must complete the 'Functionality Matrix' worksheet located in the Excel workbook entitled *VendorResponse.xlsx*. For each question, the Firm is required to indicate whether their software/hardware solution meets the requirements. Please use the following codes (numeric value only) when completing your worksheet:

- **3** – Requirement is fully met by the proposed solution
- **2** – Requirement is met with customization
- **1** – Requirement is met through a third-party integration
- **0** – Requirement is not met by the proposed solution

### 3.5 TECHNOLOGY

Please state how the Firm and the Firm's proposal will satisfy the technology requirements set forth in the RFQ Documents.

#### 3.5.1 THIRD PARTY INVOLVMENT

To the extent that a Third-Party Product is proposed with your solution, the Firm shall explicitly state the name of any third-party products. For each, proposals must include a statement surrounding whether the Firm's contract will encompass third-party products and/or whether the District will have to contract on its own for the product.

### 3.5.2 INTEGRATION LAYER

To the extent that a proprietary or Third-Party Integration Layer is included with your solution, the Firm shall explicitly state the name of the Integration Layer product. For each, the proposals must include a statement surrounding whether the Firm's contract will encompass the Integration Layer and/or whether the District will have to contract on its own for the product.

*NOTE: Firms are NOT required to include a cost estimate for an Integration Layer as this is informational for OPS to better understand the Software's capabilities.*

### 3.6 ARTIFICIAL INTELLIGENCE

OPS is seeking insight into the role of Artificial Intelligence (AI), Machine Learning (ML), and chatbot features within each respondent's proposed ERP solution. These capabilities are not mandatory but will be evaluated as indicators of solution maturity and future alignment. Respondents are encouraged to structure their responses to this section as they deem appropriate; however, at a minimum, the following questions must be addressed,

- Does your platform offer AI-driven insights, predictive analytics and automated decision support?
- Does your platform include AI-supported configuration tools and/or implementation accelerators designed to enhance the efficiency and accuracy of the deployment process? If yes, please describe any anticipated implementation cost savings the District should expect as a result, particularly from system integrators.
- Are chatbots or virtual assistants included for common support scenarios (e.g., HR, Finance, Procurement)?
- Are these features native to your solution, or are they delivered through integrations with third-party tools?
- Describe your current AI Strategy and product roadmap. Please include any planned enhancements to AI/Chatbot functionality in your product roadmap.

*NOTE: Firms are NOT required to include a cost estimate for AI as this is informational for OPS to better understand the Software's capabilities.*

### 3.7 ORGANIZATIONAL CHANGE MANAGEMENT

Please describe any OCM capabilities included in your ERP solution. Respondents are encouraged to structure their responses to this section as they deem appropriate; however, at a minimum, the following questions must be fully addressed,

Specific areas of interest include, but are not limited to:

- Tools that facilitate stakeholder engagement, communications, and readiness tracking

- Features that support end-user training and self-guided learning
- Functionality that enables process walkthroughs or in-system guidance
- Role-based security and interface personalization to ease transitions
- Capabilities to monitor adoption, identify friction points, and assess user engagement

In your proposal, Firms should provide clear descriptions of how their solution enables change management activities at scale in a K–12 environment. Where appropriate, examples, screenshots, or references from past implementations may be included to illustrate support for OCM goals.

*Note: Firms are not required to include a cost estimate for OCM as this is informational for OPS to better understand the Software's capabilities.*

### 3.8 CUSTOMER BASE AND REFERENCES

Provide the names of at least three different school districts (of comparable size) that have adopted [or acquired] the Materials included in your proposal in the past five (5) years who can be contacted as references by the District. Please complete the 'Customer Base & References' worksheet located in the *attached VendorResponse.xlsx file*.

### 3.9 COST

Please provide a cost projection for the Materials required and state as to each cost projection the components that are included in that cost projection. A cost structure should also be included for any additional materials, professional development or any item required to support the proposal. **Please note** that the district does not anticipate incurring any costs for software until the implementation begins.

Proposals must provide the District pricing based on the requirements and terms found in this RFQ. Pricing must be all-inclusive and cover every aspect of the software to include software licensing, cloud hosting, and maintenance. If you require additional space for your response, please add rows to the Cost Summary table provided in the *Excel workbook VendorCost.xlsx*. Please include all upgrade timing and costs for a 10-year time frame. Full costs associated with support and maintenance (if applicable) for the next 10 years shall also be included. **Please note:** *Firms should return their completed VendorCost.xlsx in the same .xlsx format. Do not PDF this file.*

### 3.10 ADDITIONAL INFORMATION

Furnish any additional information regarding the Firm or its Materials that the Firm believes would be helpful in evaluating the proposal. Do not include advertising brochures or other promotional material in the proposal.

### 3.11 STATEMENT OF UNDERSTANDING

The respondent is to provide with its proposal a written statement that it understands the scope and requirements of the RFQ and understands that if an award is made, the award will be based on compliance with the RFQ requirements and the District's determination of the proposal that will best serve the interests of the District and understands that the District reserves the right to reject any or all proposals and any part thereof and to waive any or all technicalities and irregularities.

### 3.12 DATA PROTECTION AGREEMENT

To be considered for selection, vendors are required to review, complete, and sign the OPS Data Protection Agreement (refer to Exhibit E). This agreement outlines the District's expectations and legal requirements for data privacy, security protocols, breach notification, access controls, and FERPA compliance. Failure to sign and return the Data Protection agreement with the Firm's response will result in disqualification. OPS will consider solutions that demonstrate proactive security practices, robust technical safeguards, and a clear track record of protecting sensitive data in K-12 or similar environments.

### 3.13 SIGNATURE

An authorized individual must sign the proposal for the Firm and must certify that the information in the proposal is true and correct to the best of that person's knowledge and belief. The required signature page format is attached to the RFQ as Section 7.0. Failure to attach a completely executed signature page will be grounds for rejecting the proposal.

## SECTION 4.0 PROPOSAL SUBMISSION INFORMATION AND GUIDELINES

### 4.1 GENERAL

As used in this RFQ, the term “RFQ Documents” includes section 3.0 Response Requirements and Format, the Proposal Submission Information and Guidelines in Section 4.0, the Bid Form in Section 6.0, the Signature Page in Section 7.0, the VendorResponse workbook, and the VendorCost workbook. The RFQ Documents are incomplete without all of the components listed.

Proposals must be prepared and submitted in accordance with the requirements of the RFQ Documents, together with all required information and attachments, and submitted electronically to the locked email address listed on the cover page. Proposals submitted to any other email address will be rejected. The proposal must include all attachments required by the RFQ Documents. Any incomplete proposal or proposal not complying with the RFQ Documents may be rejected by the District. Any proposal received after the deadline for submission of proposals will be rejected. The District will not be responsible for lateness of receipt of proposals due to mail or delivery delays. The Firm submitting the Proposal shall have all risk of delivery failure or delay. The time stamp on the District’s email will be the official clock utilized for purposes of determining when the deadline for proposal submission has been reached.

### 4.2 PROPOSAL PREPARATION

Firms submitting proposals should prepare the proposal on the Proposal Form provided in the RFQ Documents, provide all information and attachments requested with respect to the proposal and shall complete all pertinent blanks on the Proposal Form. Failure to do so shall be grounds for rejecting the proposal. Proposals should be prepared simply, providing straightforward, concise, and complete responses to the information requested. Firms must acknowledge on their Proposal form receipt of all RFQ addenda issued by the District. If a Firm is submitting a proposal to provide Materials for part, but not all, of the RFQ, the proposal must indicate clearly and specifically the portions of the scope of Materials the Firm is proposing to provide.

The information requested in Section 3.0 of the RFQ documents should be inserted into the RFQ Proposal Form in the space indicated. Please provide responses to all information requested. The responses should be made in the same order that the information is requested in Section 3.0 to assist in the review of the proposal by the District. Only include the information requested.

*Note: Refer to Appendix A for a proposal checklist*

### 4.3 PROPOSAL SUBMISSION

To be considered, one (1) copy of the proposal prepared in compliance with the requirements of the RFQ Documents must be submitted to the District by 2:00 p.m. CT



on the proposal deadline listed on the cover page. Proposals must be submitted electronically to the following locked email address listed as the proposal submission box on the cover page. All electronically submitted proposals must comply with the following requirements:

#### 4.3.1 SIGNATURES

The proposal must be signed by an authorized representative of the Firm using the Signature Page provided in the RFQ Documents and must be submitted in a pdf format.

#### 4.3.2 EMAIL AND ATTACHMENTS

The proposal must be attached to and submitted with a transmittal email that contains the RFQ Title and Number in the subject line of the email message.

#### 4.3.3 PROPOSAL CONTENTS

The proposal must contain all the attachments, as required by this RFQ. Please refer to Appendix C for an RFQ Checklist.

Telephone, hard copy and facsimile proposals may not be submitted and will not be considered. The District will not accept links to shared files in any proposal. The time stamp on the District's email will be the official clock utilized to determine the time for the close of submissions.

#### 4.4 PROPOSAL QUESTIONS

Any questions or requests for interpretation of this RFQ and the RFQ Documents must be submitted in writing and shall be submitted by e-mail to the question submission email box by 2:00 p.m. CT on the date designated as the deadline for questions. Both the submission email box and the deadline are listed on the RFQ cover sheet. Answers to questions will be provided to all Firms known to the District to have requested the RFQ Documents, without indicating which Firm submitted the question.

The communications requirements have been established by the District to ensure a fair and equitable process for all potential respondents. The email address listed on the RFQ cover sheet for questions is the only authorized location and representative of the District who can respond to questions regarding this RFQ. Any attempt to communicate with or contact any Board Member, employee, or consultant of the District in any manner having to do with any aspect of this RFQ prior to the deadline for submission of proposals may result in the disqualification of the Firm as a potential supplier.

#### 4.5 WITHDRAWAL OF PROPOSALS

Prior to the opening of proposals, any Firm submitting a proposal may withdraw its proposal by email notification that is received by the District Operational Services

Office, prior to the time specified for close of proposal submissions. Withdrawals must be sent by email to the Proposal Submission Email Box listed on the cover page. A hard copy, facsimile, telephone or oral withdrawal request will not be honored. An e-mail proposal addendum or proposal modification in lieu of a withdrawal is not acceptable and will be rejected. Properly withdrawn proposals may be re-submitted up to the time for the close of proposal submission, in the same manner as required for submitting initial proposals. After opening of proposals, the proposals shall remain open and subject to acceptance by the District for ninety (150) days and may not be withdrawn or modified prior to the expiration of such ninety (150) day period.

#### 4.6 OPENING OF PROPOSALS

Proposals will be opened at the Teacher Administrative Center, 3215 Cuming Street, Omaha, Nebraska 68131, in public, immediately following the proposal submission deadline stated on the RFQ Document cover page. Those submitting proposals can attend the opening in person or join the opening remotely by accessing Microsoft Teams meeting at 1 402-509-3892 within the United States. The Phone Conference ID is listed on the RFQ cover page. If attending in person, please arrive at the security desk at least 15 minutes prior to the 2:00 p.m. CT deadline.

#### 4.7 PROPOSAL TABULATION

Notes may be taken at the public reading of the proposals at the specified time and date of the opening, or a personal inspection may be made of the proposals after award has been made and documents are placed in central files. In lieu of a visit, a tabulation of an awarded proposal may be obtained by a written request including the proposal number, a self-addressed envelope, and a check for \$5.00 for the first 20 pages and \$0.25 for each additional page over 20 pages, (do not send cash), payable to Douglas County School District 0001, for each proposal tabulation requested. The request may be included with a proposal or mailed to the Purchasing Division of the District.

#### 4.8 PROPOSAL EVALUATION AND SELECTION CRITERIA

The evaluation committee will review and evaluate all compliant and properly submitted proposals, assessing the qualifications and abilities of each Firm submitting a proposal, based on the criteria identified below and such other additional criteria as the District believes in its discretion to be relevant to the evaluation of proposals. The committee's recommendations to the Board of Education will be based upon the evaluation committee's determination of which Firm or Firms platform will best perform the services required, assure proper and timely completion of the work and provide the best value to the District. The District may select one or more Firms. The evaluation criteria to be considered includes, but is not limited to, the following:

- 4.1.1 Compliance with RFQ requirements and the comprehensiveness and responsiveness of the proposal.
- 4.1.2 Financial resources to provide Products, materials, and/or related services.
- 4.1.3 Ability of the Firm and all its Products and/or Services to perform the required functionality.
- 4.1.4 Character, integrity, reputation, judgment, experience and efficiency of the Firm and the Firm's personnel, if any, that would be assigned to a supporting role in the project.
- 4.1.5 Quality of the performance of the Firm's previous projects for the District and for other entities.
- 4.1.6 Ability of the Firm to provide the products, materials, and/or services and meet deliveries within the time required by this RFQ.
- 4.1.7 The potential cost to the District of the products and/or services to be provided based on cost projections in the Firm's proposal.
- 4.1.8 Information from References.
- 4.1.9 The results of reviews, demonstrations, and interviews if conducted.

#### 4.9 REVIEW OF PROPOSALS

All proposals received will be reviewed by an evaluation committee consisting of District staff and appointed individuals who will make recommendations to the Board of Education of the District as to which Firm or Firms submitting proposals should provide materials to the District. The evaluation committee may invite firms to in person or remote interviews or virtual demonstrations to clarify proposal submissions as a part of the evaluation process. Material samples or additional product information may also be requested while proposals are being evaluated. Any costs incurred by a Firm associated with interviewing or demonstrating their materials will be the responsibility of the Firm incurring such costs to pay and will not be reimbursed by the District.

#### 4.10 FINAL PROPOSAL EVALUATION

Following the completion of the District's review of the proposals, the evaluation committee will evaluate the results of the proposal review, together with other information the committee has obtained from references and from interviews and demonstrations of Materials, if conducted. Based on the evaluation criteria set forth in Section 4.8 above and such other additional criteria and any other information as the District believes in its discretion to be relevant to the evaluation, the committee will determine the Firm or Firms that it will recommend to the Board of Education to furnish the Materials referred to in the RFQ Documents that should be purchased for District use. The District reserves the right to reject any or all proposals or any part thereof and

to waive any or all technicalities and irregularities and award the proposal based on its determination of the best interests of the District. Upon Board approval of the Materials, the District will negotiate a contract for the purchase of the Materials with the selected Firm or Firms, which negotiation will include the cost of the Materials to the District. If the District and any of the selected Firm or Firms cannot successfully negotiate a contract, the selection of that Firm or Firms will be withdrawn, and the District shall undertake negotiations for a contract with another Firm of the District's choosing. The contract or contracts, when negotiated, will be presented to the Board of Education for approval. The District's Board of Education must approve all contracts of \$50,000.00 or more.

## SECTION 5.0 GENERAL TERMS AND CONDITIONS

### 5.1 GENERAL

The Contract between the District and the selected Firm or Firms shall incorporate by reference the requirements of the complete RFQ Documents, including any documents listed on this RFQ Table of Contents, and the agreed upon portions of the selected Firm's proposal and proposal attachments that are acceptable to the District. The term "Contractor" as used in these General Terms and Conditions means the successful Firm that was awarded the contract with the District to provide the Materials and services that are the subject matter of this RFQ.

In the event of a conflict between Contractor's proposal and the remainder of the RFQ Documents, the remainder of the RFQ Documents shall control.

### 5.2 CIVIL RIGHTS

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended by the Equal Opportunity Act of 1972, all requirements imposed by or pursuant to the Regulations of the Department of Education (34 C.F.R. Part 100) issued pursuant to that title, the Pregnancy Discrimination Act of 1978, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the Americans With Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. The Contractor agrees no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the District receives federal financial assistance from the Department; and hereby gives assurance that the Contractor will immediately take any measures necessary to effectuate this Contract. The Contractor further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment. The Contractor agrees not to discriminate in its employment practices and will render services under this Contract without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation, or economic status. Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be a default under the Contract with the Contractor.

### 5.3 CONTRACTOR'S REPRESENTATION

In submitting its proposal, the Contractor represents that it has read and understands the RFQ Documents, that its proposal is submitted in accordance therewith, and that the Contractor is familiar with the local conditions that may affect the proposal and performance required by the RFQ Documents.

#### 5.4 COLLUSIVE ACTIONS

The Contractor's signature on the proposal is the Contractor's guarantee that the Contractor's proposal and the contents thereof have been arrived at without collusion with other eligible Contractors and without any effort to preclude the District from obtaining the services specified in the RFQ Documents at the lowest competitive rate.

#### 5.5 FINANCIAL RESPONSIBILITY

The District reserves the right, during the evaluation process, to request a current financial statement as evidence of the Contractor's financial stability. This information must contain a statement on whether the financial statement is internally prepared or has been prepared by an outside accounting firm and whether it is audited. An internally prepared financial statement must be certified as accurate in all material respects by an officer or authorized employee of the Contractor.

#### 5.6 COST INCURRED IN RESPONDING

This RFQ does not commit the District to pay any costs incurred by a Contractor in the preparation and submission of proposals, in making necessary studies for the preparation thereof, in procuring or contract for services in connection with the proposal, in attending any pre-proposal meeting, attending any post-submission interview, or attending and performing any post-submission demonstration.

#### 5.7 WORKER VERIFICATION

The Contractor contracting with the District shall be required to register with and utilize an electronic verification system or program, whether the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, now known as the "E-Verify Program" or an equivalent federal program designated by the Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall contractually require all subcontractor(s) performing work under such contract to also register and utilize such electronic verification system. The Contractor awarded the contract and all of such Contractor's subcontractor(s) shall use such electronic verification system to determine the work eligibility status of each new employee physically performing any services within the State of Nebraska under the contract. Any person whom the electronic verification system determines is ineligible or not authorized to work in the United States shall not be permitted by the Contractor or any subcontractor to perform services in Nebraska under such contract. The Contractor shall provide such reasonable documentation as the District may request from time to time during the performance of the contract and for 5 years thereafter documenting compliance with the provisions of this Section. Failure to comply with the provisions of this Section shall constitute a default under the contract with the District.

## 5.8 INSURANCE REQUIREMENTS

The Contractor will maintain, at all times while under contract with the District, workers compensation insurance for all of its employees as required by law, and shall also be required to maintain the following insurance coverages:

### Employer's Liability

\$500,000 per accident

\$500,000 disease, policy limit

\$500,000 disease, each employee

### Commercial General Liability

Bodily injury and property damage liability:

\$1,000,000 for both bodily injury and property damage

Coverage shall include completion operations, broad form property damage, and personal injury and advertising liability coverage.

### Automobile Liability Insurance

Bodily injury and property damage liability:

\$1,000,000 combined single limit

### Cyber Liability Insurance

\$1,000,000.00 per occurrence

Coverage shall include losses arising out of or in connection with a data breach, security incident or privacy violation

### Excess Liability

\$2,000,000 limit of liability

### Professional/E&O Liability

\$1,000,000 limit of liability

The foregoing insurance can be provided by any combination of base and excess liability coverages and shall be primary and non-contributory. Liability coverages must be on an occurrence basis, other than professional liability insurance. The District shall be named as an additional insured on all such liability policies, other than professional liability. The policies shall be endorsed to provide for waiver of subrogation as to the District. The policies shall also be endorsed to provide that the District shall receive at least 30 days' prior notice of any non-renewal, cancellation, material modification, or any reduction in coverages or coverage amounts. The Contractor will provide certificates to the District evidencing such coverages.

## 5.9 PUBLIC BENEFIT

For purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, if the Contractor is a sole proprietorship or a general partnership, the Contractor represents to the District that the sole proprietor or each general partner, as applicable, are citizens

of the United States or that are qualified aliens under the federal Immigration and Nationality Act. Any qualified alien must provide to the District that person's immigration status, alien number and a copy of their USCIS documentation upon request by the District.

#### 5.10 FEDERAL TAXES

Where Federal statutes exempt the District from the payment of excise or manufacturer's taxes on Materials or equipment, the Contractor shall exclude the amount of any applicable Federal excise or manufacturer's taxes from its proposal. The District will furnish the Contractor, on request, the necessary exemption certificates to aid the Contractor in the recovery of any such taxes paid.

#### 5.11 STATE AND CITY TAXES

The District, as a political subdivision, is exempt from the payment of Nebraska State and city sales and use taxes, and no such taxes should be included in any amounts to be paid by the District under its Contract with the Contractor. The District's tax exemption number is 5-0597767.

#### 5.12 TARIFFS, DUTIES, ROYALTIES, AND LICENSE FEES

All applicable tariffs, duties, royalties, and license fees pertaining to the Platform, including penalties and interest, paid or incurred by the Contractor shall be paid by the Contractor and shall not be included in any payments by the District.

#### 5.13 PERFORMANCE OF CONTRACT

The Contractor shall perform all of its duties hereunder in a good and professional manner and in accordance with accepted sound business practices.

#### 5.14 ASSIGNMENT AND BINDING EFFECT

The Contractor shall not assign the Contract, or any part thereof, to any other person or entity without the prior written approval of the District, which the District may withhold at its discretion. Transfers aggregating fifty percent (50%) or more of the capital or voting stock of the Contractor (if the Contractor is a nonpublic corporation) or transfers aggregating fifty percent (50%) or more of the Contractor's partnership interest (if the Contractor is a partnership) or transfers aggregating fifty percent (50%) or more of the other ownership interests of the Contractor (if Tenant is a limited liability company or other legal entity) shall be deemed to be an assignment of the Contract. The Contract between the District and Contractor shall be binding on the successors and permitted assigns of the District and Contractor.

#### 5.15 PUBLIC RECORDS



As a Nebraska political subdivision, OPS is subject to the requirements of the Nebraska public records laws (Neb. Rev. Stat. §§ 84-712 to 84-712.09), which allows members of the public to have access to any information or records, regardless of physical form, of or belonging to a Nebraska political subdivision, such as OPS. As defined by Nebraska law, examples of public records subject to disclosure during an RFQ procedure will include the RFQ Documents, the Contractor's bid and any other document submitted by a Contractor to OPS, a Contractor's questions and OPS responses, any agreement between OPS and the successful Contractor, any purchase order issued to the successful Contractor by OPS, or any other public record in the possession of OPS regarding this RFQ and contracting process, whether created before or after the RFQ Documents were issued by OPS and whether created by OPS, a participating Contractor or any other third party. These public records will be open to public inspection and copying unless exempted from disclosure in accordance with the OPS's interpretation and application of applicable law. Documents exempt from disclosure under the Nebraska public records laws are enumerated at Neb. Rev. Stat. §712.05. It shall be the sole responsibility of Contractors (a) to notify OPS, as soon as possible, of any requested redactions to any such information or records provided by the Contractor to OPS that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, the Contractor agrees to defend OPS in any legal challenge to such requested redactions at Contractor's own expense. The failure of a Contractor to request redactions to any information or records released by OPS shall constitute a complete waiver of any and all claims for damages caused by any such release. Any attempt by a Contractor to request a redaction or otherwise claim confidentiality as to any public record in the possession of OPS will be ineffective and not, by itself, binding upon OPS unless OPS has independently determined that the Contractor's request that a document, or portion thereof, is entitled to be withheld from public inspection and copying or if OPS is ordered by a court of appropriate jurisdiction to allow public inspection and copying of the document.

#### 5.16 DEFAULT AND REMEDIES

In the event the Contractor: (i) breaches or violates any of the terms and conditions of the Contract between the Contractor and the District; (ii) fails to perform any duty or obligation thereunder; or (iii) if the Contractor should be adjudged bankrupt, make a general assignment for the benefit of creditors, or if a receiver should be appointed to take over the Contractor's affairs; and, provided, any of the foregoing defaults are not cured by Contractor, to the sole and complete satisfaction of the District, upon seven (7) days written notice to Contractor, District may take any or all the following actions, in addition to such other remedies as are allowed by law:

- Suspension – The District may suspend its payments under the Contract without terminating the Contract and withhold any further payment pending corrective action by the Contractor, without penalty to the District.
- Termination – The District may terminate the Contract at any time by notice to the Contractor, which termination shall take effect on the date specified in such

notice. Upon such termination, the District may obtain the Materials and any corresponding services from a different contractor. In the event of such termination, the Contractor shall not be entitled to any further payments under the Contract. If the remaining amount that is unpaid under the Contract with Contractor is insufficient to pay for the cost of completing performance of the contract obligations by a substitute firm, the Contractor shall pay to the District, in addition to all other damages suffered by District due to such default, the difference in the cost of providing the Materials and performing such services by the substitute firm to the District and the remaining unpaid funds held by the District under this Contract.

The remedies set forth in this section are in an addition to any other rights and remedies that the District may have as a result of such default, including the recovery of damages.

#### 5.17 TERMINATION WITHOUT CAUSE

The District may terminate the Contract with the Contractor without cause, at any time prior to the completion of the term of the Contract and without penalty by providing sixty (60) days prior notification in writing to the Contractor. In the event of a no cause termination, the District shall pay to the Contractor the amount owed for the Materials and services furnished to the District by the Contractor from the date of the Contract up to the date of termination and upon such payment shall be relieved of further obligation hereunder.

#### 5.18 INDEMNIFICATION

The Contractor, on behalf of itself and its successors and assigns, hereby agrees to indemnify, defend, and hold harmless the District and its Board members, officers, agents and employees, from and or all losses, damages, claims, liabilities, judgments, costs and expenses (including reasonable attorney's fees and expenses) arising out of or in connection with: (i) any negligent act or omission, or intentional misconduct of Contractor or Contractor's agents, employees or contractors; (ii) any default, breach, violation or non-performance of the Contract between the Contractor and the District; or (iii) any injury to persons or property or loss of life caused by negligent or intentional act or omission of Contractor or by Contractor's agents, employees or contractors other than any such claims that are caused solely by the negligent or intentional act or omission of District, or its employees, agents, or contractors. This indemnification shall survive the expiration or termination of the Contract.

#### 5.19 COMPLIANCE WITH LAWS

The Contractor in performance of the Contract will comply with all applicable Federal, State and local laws, ordinances, regulations and codes.

#### 5.20 INVALIDITY

If one or more of the provisions contained in the Contract are declared invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect and shall not in any way be affected, impaired or invalidated unless the effect of such invalidity, voidness or unenforceability materially alters the purposes of this Contract.

#### 5.21 RECORDS

The Contractor shall retain District records for a period of no less than seven years after they are audited by the District's external auditors without additional cost to the District. The record retention obligation shall survive the expiration or termination of the contract with the Contractor.

#### 5.22 GOVERNING LAW AND FORUM SELECTION CLAUSE

The laws of the State of Nebraska shall govern the interpretation and performance of the Contract between the District and the Contractor, without regard to its conflicts of laws principles. Any action concerning any provision of the Contract or its formation must be brought in the state or federal courts located in Douglas County, Nebraska. By submitting a proposal in response to this RFQ and/or entering into any agreement with the District, the Contractor agrees that it submits to the personal jurisdiction of the state and federal courts located in Douglas County, Nebraska.

#### 5.23 NO WAIVER

The failure of District or the Contractor to insist in any one or more instances upon performance of any terms or conditions of this Contract shall not be construed as a waiver of future performance of any such term, covenant, or condition, but the obligations of such party with respect thereto shall continue in full force and effect.

#### 5.24 ENTIRE CONTRACT

This Contract, together with the RFQ Documents incorporated therein and any attachments and any exhibits or schedules thereto, constitutes the entire Contract between the parties as to the subject matter hereof, and replaces any prior written and oral statements and understandings.

#### 5.25 INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor shall indemnify and hold District and all end users and their respective successors, Board members, officers, employees, and agents harmless from and against any and all actions, claims, losses, damages, liabilities, awards, costs, and expenses (including legal fees) resulting from or arising out of any litigation, any breach or claimed breach of the intellectual property representations and warranties made by the Contractor, or which is based on a claim of infringement or misappropriation of the Materials or any associated service provided by the Contractor, and the Contractor shall defend and settle, at its expense, all suits or proceedings arising therefrom. The

District shall inform the Contractor of any such suit or proceeding against the District and shall have the right to participate in the defense of any such suit or proceeding at its expense and through counsel of its choosing. The Contractor shall notify the District of any actions, claims, or suits against the Contractor based on an alleged infringement or misappropriation of any third party's intellectual property rights in and to the Materials or any associated service provided by the Contractor. In the event an injunction is sought or obtained against use of the Materials and/or a service, or in the Contractor's opinion is likely to be sought or obtained, the Contractor shall promptly, at its option and expense, either (a) procure for District its end users the right to continue to use the infringing portion(s) of the Materials and/or a service, or (b) replace or modify the infringing portions of the Materials and/or a service to make its use non-infringing while being capable of performing the same function without degradation of performance.

#### 5.26 SECURITY WARRANTY

The Contractor represents and warrants that it has, and shall maintain while the Contract is in effect, reasonable and appropriate administrative, technical, and physical safeguards protecting the confidentiality, integrity, and availability of the Materials and the District's data that is processed through the Materials. The Contractor shall also maintain all District data in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g(a)(4)(A)(ii), 1232g(b)(1) and applicable Nebraska law.

#### 5.27 SECURITY BREACHES

In the event the Contractor discovers (a) any material breach of the Materials or the systems used to provide the Materials, or (b) any breach or threatened breach of the Contractor's system security policies or procedures that involves or may reasonably be expected to involve unauthorized access, disclosure or use of the District's data (each of (a) and (b), a "Security Incident"), the Contractor shall, at the cost of the Contractor, (i) promptly (both orally, if practicable, and in any event in writing) notify the District of the Security Incident, and (ii) reasonably cooperate with the District (1) to take commercially reasonable measures necessary to control and contain the security of such data, (2) to remedy any such Security Incident, including using commercially reasonable efforts to identify and address any root causes for such Security Incident, (3) to furnish full details of the Security Incident to the District and keep the District advised of all material measures taken and other developments with respect to such Security Incident, (4) in any litigation or formal action with third parties or in connection with any regulatory, investigatory or other action of any governmental authority, and (5) in notifying individuals of the Security Incident to the extent reasonably requested by the District.

#### 5.28 SECURITY AUDIT

Upon the District's request, the Contractor shall make available to the District for review all of the following, as applicable: Statement on Standards for Attestation Engagements (SSAE) No. 18 (or its successor standard) audit report for Reporting on Controls at a

Service Organization, Service Organization Controls (SOC) Type 1, 2, or 3 audit reports, and any reports relating to its ISO/IEC 27001 certification. The Contractor will promptly address any exceptions noted on the SOC reports, or other audit reports, with the development and implementation of a corrective action plan by the Contractor's management.

## 5.29 VIRUSES

The Contractor shall utilize industry best practices to prevent the introduction or coding of viruses or similar items into the Materials or District systems. Without limiting the rights and remedies of the District, in the event a virus or similar item is introduced into the District's systems through an action or inaction attributable to the Contractor (including the Contractor's failure to perform its obligations under the Contract), the Contractor shall, as soon as practicable, use its commercially reasonable efforts to assist the District in reducing the effects of the virus or similar item, and if the virus or similar item causes a loss of operational efficiency or loss of data, work as soon as practicable to contain and remedy the problem and to restore lost data resulting from the introduction of such virus or similar item.

## 5.30 REMOTE ACCESS

As applicable, if the Contractor, or its authorized service provider, requires remote access to the District's systems for support, integrations, configurations, maintenance, and/or to perform services, the District shall provide the Contractor, or its authorized service provider, with access, provided that such access will be subject to the Contractor's compliance with the terms set forth in the Contract and the District's remote access policies and procedures, including express agreement that: (a) the Contractor shall not derive or attempt to derive the source code, source files or structure of all or any portion of the District's systems by reverse engineering, disassembly, decompilation or any other means; (ii) the Contractor shall not copy, translate, port, modify, or make derivative works based on the District's systems or any portion thereof; (iii) the Contractor shall not circumvent any security placed on the District's systems; (iv) the Contractor shall not share passwords, keys, or other access codes among personnel unless expressly instructed by the District to do so; (v) the Contractor will not allow any Contractor personnel to gain access to the District's systems who do not reasonably require such access to in providing services; and (vi) the District may revoke the Contractor's access to the District's systems in the event of a threatened or imminent security breach, or if the Contractor violates its obligations hereunder without any liability to the District.

SECTION 6.0 BID FORM

**[RFQ Name and number]**

Proposal of \_\_\_\_\_, a [ ] corporation organized and existing under the laws of the State of \_\_\_\_\_; a [ ] limited liability company organized and existing under the laws of the State of \_\_\_\_\_; a [ ] partnership, organized and existing under the laws of the State of \_\_\_\_\_; or an [ ] individual (check appropriate box).

TO: Omaha Public Schools locked email box: techbids@ops.org

All proposals must be submitted electronically to the following email address: techbids@ops.org.  
All electronically submitted proposals must comply with the following requirements:

The RFQ Documents convey the general style, type, character, and quality of the Materials and services desired. The undersigned acknowledges that the District will determine in its discretion which Materials and services are the best for the District. The Contractor is responsible to clearly and specifically indicate the materials being offered and to provide sufficient descriptive literature, catalog cuts, pictures, and technical detail to enable the District to determine if the Materials offered meet the requirements of the RFQ Documents. Failure to furnish adequate information for evaluation purposes may result in declaring a proposal non-responsive.

[INSERT PROPOSAL CONTENT HERE]

SECTION 7.0 SIGNATURE PAGE**SIGNATURE PAGE****Q001-25**

The undersigned certifies that the Firm submitting the proposal understands: 1) the requirements of the proposal; 2) an award of the proposal by the District, if made, will be based on compliance with the RFQ Document requirements and the District's determination of which proposal will best serve the interests of the District; and 3) that the proposal award will not be solely based on pricing. The undersigned further certifies that the Firm is capable of performing the specified services meeting the needs and requirements of the District, that it understands the scope of the work required by the bid documents and that other factors specified in the bid documents, in addition to the cost of services, will be considered in determining the successful proposal, if any. The undersigned further acknowledges that once the proposal is opened, it shall remain open and subject to acceptance by the District for ninety (90) days and may not be withdrawn or modified prior to the expiration of such ninety (90) day period. The undersigned further acknowledges that the District reserves the right to reject any or all proposals and any part thereof and to waive any or all technicalities and irregularities.

The undersigned certifies that the information in the foregoing proposal is submitted in accordance with the **OPS-PeopleSoft ERP Replacement Software RFQ (Q001-25)** and is **true and correct to the best of the undersigned's knowledge and belief.**

COMPANY NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY/STATE/ZIP: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
 E-MAIL: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_

*Proposals must be signed to be valid.*

PRINTED NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

Proposal, with all required attachments, shall be emailed to the designated lockbox clearly labeled with:

**Proposal Q001-25 – PeopleSoft ERP Replacement**

Delivered to: \_\_\_\_\_ by 2:00 PM (CT), \_\_\_\_\_, 2025.

Acknowledge receipt of the following Addenda:

No. \_\_\_\_\_ Date \_\_\_\_\_  
 No. \_\_\_\_\_ Date \_\_\_\_\_  
 No. \_\_\_\_\_ Date \_\_\_\_\_

APPENDIX A PROPOSAL CHECKLIST AND RESPONSE REQUIREMENTS

The following table summarizes the format requirements for your proposal and should be used as a checklist/reminder when putting together Proposal materials. In addition, attached to this document you will receive the Excel based spreadsheets **VendorReponse.xlsx** and **VendorCost.xlsx** which worksheets for you to complete. Please complete the information on these spreadsheets and return it in electronic format along with the electronic copy of your proposal.

Section Reference & Title	Format
<b>Proposal</b>	
6.0 Bid Form	Written Response
3.2 Executive Summary	Written Response
3.3 Firm Profile	VendorResponse.xlsx
3.4 Functionality Matrix	VendorResponse.xlsx
3.5 Technology	Written Response
3.6 Artificial Intelligence (AI)	Written Response
3.7 OCM	Written Response
3.8 Customer Base and References	VendorResponse.xlsx
3.9 Cost	Written Response & VendorCost.xlsx
3.10 Additional Information	Written Response
3.11 Statement of Understanding	Written Response
3.12 Data Protection Agreement	Written Response
7.0 Signature	Written Response
<b>RFQ Attachments</b>	
Data Protection Agreement	Returned with Proposal (see Exhibit E)
Proof of Insurance Coverage	Returned with Proposal



## APPENDIX B TECHNICAL ATTACHMENTS SCHEDULE

The following is a list of documents that may provide additional details about the PeopleSoft ERP, the ERP Environment, Network, and the systems and reports, etc. related to the PeopleSoft ERP implementation at OPS. The RICEW elements file will be included as an attachment while all other files listed here are displayed in the Exhibits sections of this RFQ.

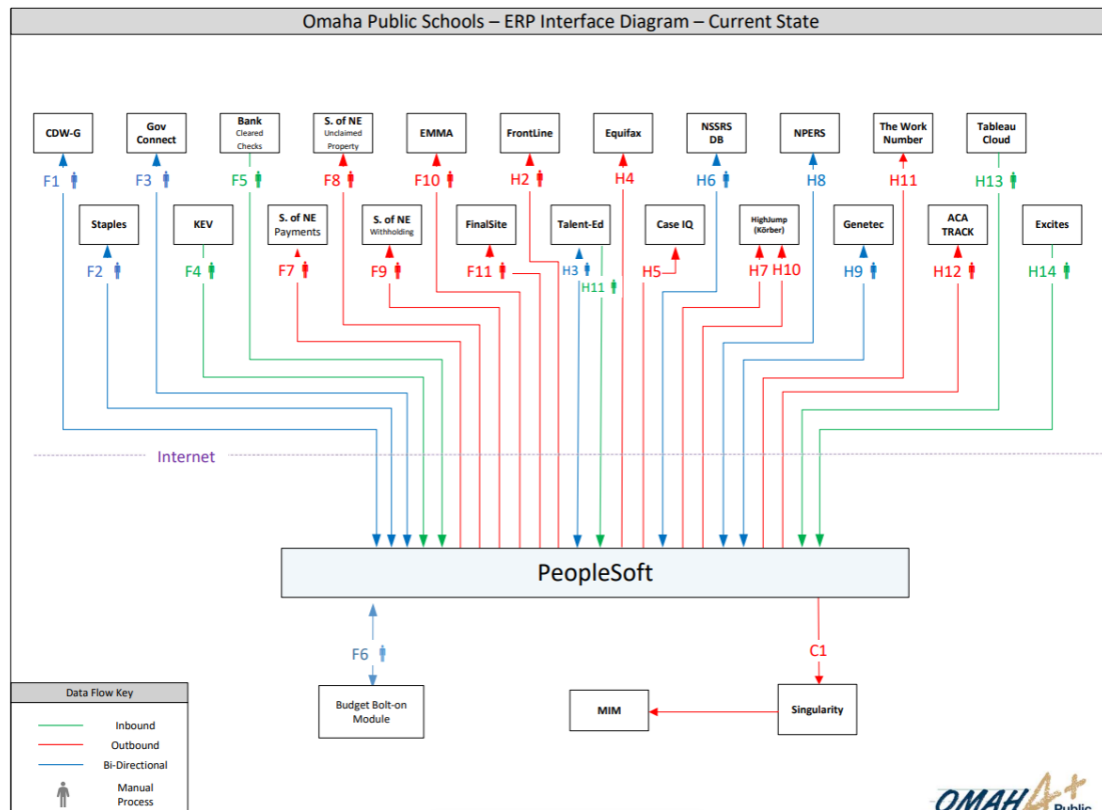
1. **OPS Integrations Diagram:** This document diagrams the current state, as of the time of the publication of this RFQ, of the OPS PeopleSoft environment and the systems that it interfaces with. *Refer to Exhibit A.*
2. **RICEW Worksheets in the OPS – RICEW Elements file –** In the file you will find several worksheet tabs for the RICEW elements (which are explained in section 2.2 TECHNOLOGY REQUIREMENTS. These tabs list elements that need to be replicated or supported by any candidate solution: *OPS-RICEW Elements.xlsx*
3. **Supporting Documentation and Artifacts from OPS:** These are a list of documentation and artifacts provided by OPS Staff.
  - a. **Singularity Data Transfer Information:** This is a list of the Datawarehouse tables (i.e. Singularity) detailed in Exhibit D that are populated out of PeopleSoft. These Tables need to be populated by any new ERP System.
  - b. **OPS ERP NETWORK Diagram:** Diagram of the OPS network related to ERP detailed in Exhibit B.
  - c. **OPS PeopleSoft Architecture Diagram:** Diagram of the OPS PeopleSoft Architecture in Exhibit C.

APPENDIX C DATA VOLUMES

Area	Metric	Value
Finance	Annual # Journal Entries/Vouchers	18,000
	Annual # Purchase Orders	14,000
	Annual # Invoices Processed	62,000
	Annual # Vendor Payments	143,000
	# Fixed Assets in System	295,000
	# Grants / Operating Funds	700
	# Active Vendors/Suppliers	23,000
	Journal Codes & Field Lengths:	Business Unit 5 Account 5 Fund 4 Dept 7 Program 4 Class 3 Project 6
	Years of Historical Data retention	7 years
HCM	# Current Active Employees	8,900
	# Salaried Staff Positions	5,000
	# Hourly Staff Positions	4,900
	# Positions Managed in System	9,900
	Payroll runs per month	5
	Annual # Job Postings	1,500
	Annual # Job Applications	18,000
	# FT Active Benefits Eligible	6,900
	# Total Benefits Covered	18,000
	Annual # Benefit Events	7,500
Warehouse/Supply Chain	Inventory Items	1,380
	Inventory (Pick) Locations	1,587
	Inventory Transactions	19,000
	Requisitions	18,100
Resources	Students	52,000
	Schools/Programs	Total: 102 - Elementary: 65 - Middle: 13 - High School: 9 - Programs: 15

**EXHIBIT A OPS CURRENT PEOPLESOFT INTEGRATIONS**

The following images depict the integrations into and out of the PeopleSoft environment.

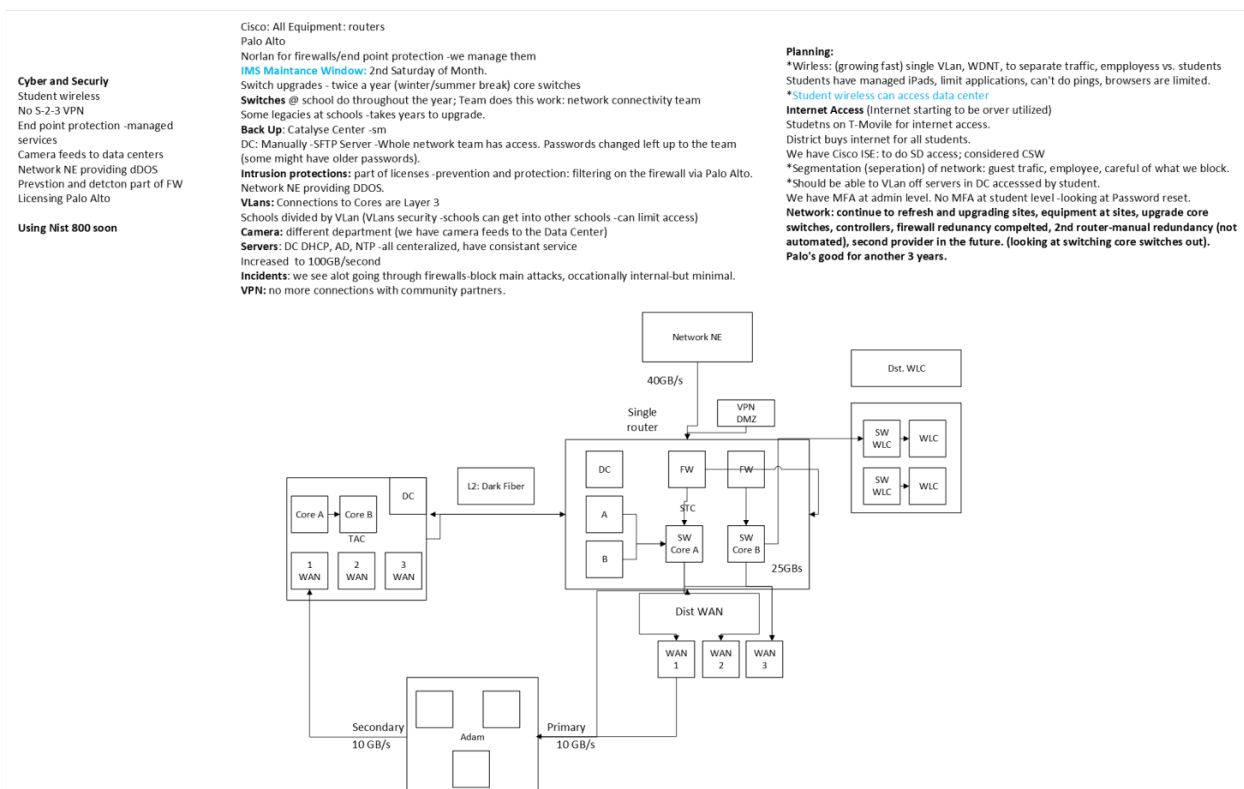


## Omaha Public Schools – ERP Interface Diagram

OPS INTERFACES					
Interface Name	Function	Source	Destination	Manual?	Direction
C1	Data Warehouse Feed	Peoplesoft	Singularity		INBOUND
F01	Interface for Purchasing thru Peoplesoft and vendor ordering site	Peoplesoft	CDW-G	↑	BIDIRECTIONAL
F02	Interface for Purchasing thru Peoplesoft and vendor ordering site	Peoplesoft	Staples / Corp Express	↑	OUTBOUND
F03	Interface for Purchasing thru Peoplesoft and vendor ordering site	Peoplesoft	Gov Connect	↑	BIDIRECTIONAL
F04	going live in August '25. will be integrated to PeopleSoft and will share journals at the end of each	Peoplesoft	Peoplesoft	↑	BIDIRECTIONAL
F05	Inbound Cleared Check File	Bank	FileShare	↑	INBOUND
F06	REPORT-E19 Financial Budget Upload	Peoplesoft	Budget Module (Bolt-on)	↑	INBOUND
F07	State of Nebraska [Withholding] - Finance Contractors	Peoplesoft	State of NE	↑	INBOUND
F08	unclaimed property	Peoplesoft	State of NE	↑	OUTBOUND
F09	State of Nebraska [Withholding] - HR Payroll	Peoplesoft	State of NE		OUTBOUND
F10	Manual submission of the EMMA report	PeopleSoft	<a href="https://emma.msrb.org/">https://emma.msrb.org/</a>	↑	OUTBOUND
H01	Need to be able to graph data - SQR in place presently (Outgoing to Peoplesoft from a File)	Peoplesoft	FinalSite (Blackboard)		OUTBOUND
H02	File Transfer once per day 7 days a week. Scheduling system for Teachers, Substitute Teachers	Peoplesoft	Front Line		OUTBOUND
H03	Sync data file transfer, Employee onboarding, recruit and hire, employee Mgmt, Cloud Sync	Peoplesoft	Talent-ED		OUTBOUND
H04	Financial Data for Employees to Equifax	Peoplesoft	Equifax		BIDIRECTIONAL
H05	Incident reporting system for Schools	Peoplesoft	Case-IQ		OUTBOUND
H06	Tableau Reports to the State of Nebraska. State Reporting	Peoplesoft	NSSRS	↑	BIDIRECTIONAL
H07	Warehouse Distribution, inventory. Separate system that is highly customized. Interface to Peoplesoft	Peoplesoft	Highjump (Korber)		OUTBOUND
H08	File transfers of database samples. May or may not continue after imp.	Peoplesoft	Npers		BIDIRECTIONAL
H09	New Purchasing Items to setup in the Warehouse system	PeopleSoft	HighJump	↑	OUTBOUND
H10	Verification of Active Certifications	Teach Portal (NDE)	TalentEd/PeopleSoft	↑	INBOUND
H11	Verification of Employment/Income	PeopleSoft	The Work Number		OUTBOUND
H12	ACA 1095/1094 Delivery Third Party Administrator	PeopleSoft	ACA Track	↑	OUTBOUND
H13	Reporting for Absences (Principals)	PeopleSoft	Tableau		INBOUND
H14	Workflow for Grant-Related Requisition Approvals	Excites	PeopleSoft	↑	INBOUND

## EXHIBIT B ERP NETWORK DETAILS

The following image depicts network details of the OPS PeopleSoft environment.



**EXHIBIT C PEOPLESFT ARCHITECTURE**

The following diagram depicts PeopleSoft architectural details on OPS.

HCM: (Global users)  
My HR  
A+

Core HR: separate server for super users: if you have the URL, you can get in  
Development Cycle: unmasked, copy of production, full access to production data-view only, access in test environments: refreshed every day  
Developers: OPS employees, and two contractors

All in one server: 7 Environments  
Dev: refreshed 3-4 months (one server; 1 VM)

Test (TST): unmasked copy of data refreshed 3-4 months (one server; 1 VM)

Stage: Refreshed every night, unmasked, full copy, hardware mirror of production, Web Server, and App Server (3 servers; 1 VM)

Production: 7 x 24 x 365 due to time clocks, and absences, looking for check stubs; janitors, security people, late night work,  
5 VMs for HR Side, 1 SQL, 6 for Core HR,  
3 VMs for FIS Side  
1 VM Portal interface for HR & FIS  
Also MSSRS reporting: needs to be in RFP

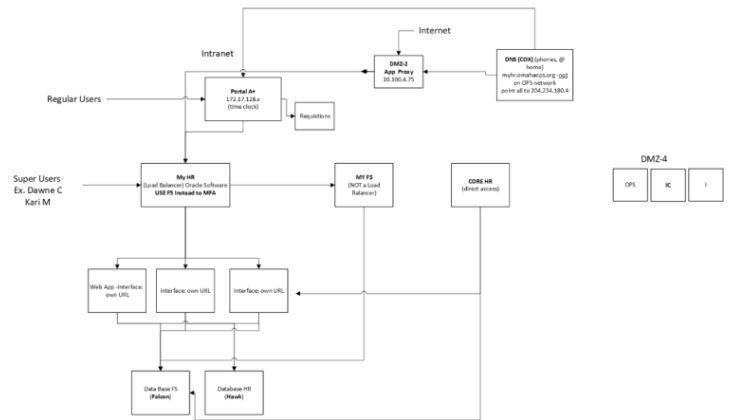
CFG-FIS/HR (3 Servers VMs)  
Same Data  
First place to test CoA  
Software Load balance  
Tet vendor software/MFA

REF  
Single VM  
Like /dev/test  
use for pension module  
May go away

OPN (open enrollment)  
1 VM  
testing for HR  
refreshed on demand -once a year

4 VMs for Images from Oracle -tools, upgrade, change packages  
Packages for tax updates  
testing security updates

HRPUM2  
1VM  
ARD diagrams  
runs behind the scene

**Databases:**

HR-392GB, 11 T/sec  
FIS-644GB, T/sec: 132  
Portal: 60GB

**Pain Points:**

\*PSFT performance -indexing to increase performance  
OPS Custom Indexes

\*High Jump Servers -can't upgrade/interacts with PS.

\*HR Performance: 3000 Reads/sec

\*Integration Broker: 3x the integration for user profiles, looks like it all stems from Portal, affects users from logging in

**EXHIBIT D SINGULARITY DATA TRANSFER INFORMATION**

The following is a list of the Datawarehouse tables (i.e. Singularity) that are populated out of PeopleSoft. These Tables need to be populated by any new ERP System

**FINANCE & SUPPLY CHAIN**

SingularityDataTransferInfo-FIN.pdf

Target table	Source View Name	Source Table Names
[DA-DB-PRD].OPS1DataStore_StagingFN.dbo.OP_GL_ACCOUNT_CDV	OP_GL_ACCOUNT_CDV	PS_GL_ACCOUNT_TBL
[DA-DB-PRD].OPS1DataStore_StagingFN.dbo.PS_OP_ASSET_CDV	PS_OP_ASSET_CDV	PS_ASSET,PS_BOOK,PS_COST,
[DA-DB-PRD].OPS1DataStore_StagingFN.dbo.PS_OP_ASST_CLS_CDV	PS_OP_ASST_CLS_CDV	PS_ASSET_LOCATION
[DA-DB-PRD].OPS1DataStore_StagingFN.dbo.PS_OP_CATEGORY_CDV	PS_OP_CATEGORY_CDV	PS_ASSET_CLASS_TBL
[DA-DB-PRD].OPS1DataStore_StagingFN.dbo.PS_OP_CLASS_CF_CDV	PS_OP_CLASS_CF_CDV	PS_CATEGORY_TBL
[DA-DB-PRD].OPS1DataStore_StagingFN.dbo.PS_OP_DEPT_CDV	PS_OP_DEPT_CDV	PS_CLASS_CF_TBL
[DA-DB-PRD].OPS1DataStore_StagingFN.dbo.PS_OP_FUND_CDV	PS_OP_FUND_CDV	PS_DEPT_TBL
[DA-DB-PRD].OPS1DataStore_StagingFN.dbo.PS_OP_PROFILE_CDV	PS_OP_PROFILE_CDV	PS_FUND_TBL
[DA-DB-PRD].OPS1DataStore_StagingFN.dbo.PS_OP_PROGRAM_CDV	PS_OP_PROGRAM_CDV	PS_PROFILE_TBL
[DA-DB-PRD].OPS1DataStore_StagingFN.dbo.PS_OP_PROJECT_CDV	PS_OP_PROJECT_CDV	PS_PROGRAM_TBL
[DA-DB-PRD].OPS1DataStore_StagingFN.dbo.stagePS_OP_LOCATION_CDV	PS_OP_LOCATION_CDV	PS_PROJECT
[DA-DB-PRD].OPS1DataStore_StagingFN.dbo.[PS_OP_RQ_REQ_CD]	PS_OP_RQ_REQ_CDV	PS_LOCATION_TBL
[DA-DB-PRD].OPS1DataStore_StagingFN.dbo.stagePS_VOUCHER_CD	PS_OP_SCANVCHR_CDV	PS_ROLEUSER A , PSOPRDEFN
[DA-DB-PRD].OPS1DataStore_StagingFN.dbo.PS_OP_TREAS_CDV	PS_OP_TREAS_CDV	PS_VOUCHER,PS_VENDOR
		PS_ROLEUSER, PSOPRDEFN

**HCM**

SingularityDataTransferInfo-HCM.pdf

Target table	Source View Name	Source Table Names
[DA-DB-PRD].OPS1DataStore_StagingHR.dbo.stagePS_PERSONAL_PS_PERSONAL_CDV	PS_PERSONAL_CDV	PS_PERSONAL_DATA,PS_E19_CRED_YR_S
[DA-DB-PRD].OPS1DataStore_StagingHR.dbo.stagePS_POSITION_C PS_POSITION_CDV	PS_POSITION_CDV	UM,PS_JOB,PS_JOBCODE_TBL
[DA-DB-PRD].OPS1DataStore_StagingHR.dbo.stagePS_JOB_FAMILY PS_JOB_FAMILY_CDV	PS_JOB_FAMILY_CDV	,PS_OPS_NDE_STATEID,PS_PERSONAL_P
[DA-DB-PRD].OPS1DataStore_StagingHR.dbo.stagePS_DIST_PERC_PS_DIST_PERC_CDV	PS_DIST_PERC_CDV	HONE,PS_EMAIL_ADDRESSES
[DA-DB-PRD].OPS1DataStore_StagingHR.dbo.stagePS_LOCATION_PS_LOCATION_CDV	PS_LOCATION_CDV	PS_POSITION_DATA
[DA-DB-PRD].OPS1DataStore_StagingHR.dbo.stagePS_DEPT_TBL_C PS_DEPT_TBL_CDV	PS_DEPT_TBL_CDV	PS_JOBCODE_TBL
[DA-DB-PRD].OPS1DataStore_StagingHR.dbo.stagePS_OPS_CERT_PS_CERT_CODES_CDV	PS_CERT_CODES_CDV	PS_JOB_FAMILY_TBL
[DA-DB-PRD].OPS1DataStore_StagingHR.dbo.stagePS_OPS_ACCMPLPS_ACCMPLSHMN2_CDV	PS_ACCMPLSHMN2_CDV	PS_OPS_DIST_PERC
[DA-DB-PRD].OPS1DataStore_StagingHR.dbo.stagePS_OPS_NE_PE_PS_NE_PER_RPT2_CDV	PS_NE_PER_RPT2_CDV	PS_LOCATION_TBL
[DA-DB-PRD].OPS1DataStore_StagingHR.dbo.stageACCT_CD_TBL_PS_ACCT_CD_TBL_CDV	PS_ACCT_CD_TBL_CDV	PS_DEPT_TBL
[DA-DB-PRD].OPS1DataStore_StagingHR.dbo.stageDPT_BUD_ERN_PS_DPT_BUD_ERN_CDV	PS_DPT_BUD_ERN_CDV	PS_OPS_CERT_CODES
[DA-DB-PRD].OPS1DataStore_StagingHR.dbo.stagePS_FREQ_TBL_PS_FREQ_TBL_CDV	PS_FREQ_TBL_CDV	PS_OPS_ACCMPLSHMN2
[DA-DB-PRD].OPS1DataStore_StagingHR.dbo.stagePS_XLATITEM_C PS_XLATITEM_CDV	PS_XLATITEM_CDV	PS_OPS_NE_PER_RPT2
[DA-DB-PRD].OPS1DataStore_StagingHR.dbo.PS_OP_TM_APPRV_C PS_OP_TM_APPRV_CDV	PS_OP_TM_APPRV_CDV	PS_ACCT_CD_TBL
[DA-DB-PRD].OPS1DataStore_StagingHR.dbo.PS_OP_TM_REPORT_PS_OP_TM_RPT_CDV	PS_OP_TM_RPT_CDV	PS_DEPT_BUDGET_ERN
[DA-DB-PRD].OPS1DataStore_StagingHR.dbo.stagePS_HR_BARGAII PS_HR_BARG_U_CDV	PS_HR_BARG_U_CDV	PS_FREQUENCY_TBL
[DA-DB-PRD].OPS1DataStore_StagingHR.dbo.stagePS_POS_REPOF PS_E19_POS_RP_CDV	PS_POS_REPOF_CDV	PSXLATITEM
[DA-DB-PRD].OPS1DataStore_StagingHR.dbo.stagePS_E19_MIM_TM PS_E19_MIM_TM_CDV	PS_E19_MIM_TM_CDV	PS_ROLEUSER
		PS_ROLEUSER , PSOPRDEFN
		PS_HR_BARG_UNIT
		PS_JOB,PS_POSITION_DATA
		PS_ROLEUSER,PSOPRALIAS,PSOPRDEFN

**EXHIBIT E DATA PROTECTION AGREEMENT****DATA PROTECTION AGREEMENT**

**THE DATA PROTECTION AGREEMENT** ("Agreement") is entered into between DOUGLAS COUNTY SCHOOL DISTRICT 0001, a Nebraska political subdivision, located in Douglas County, Nebraska, a/k/a Omaha Public Schools (hereinafter referred to as the "District") and ("Partner Organization"). Hereafter, each may be referred to in the singular as, the "Party" or collectively, as the "Parties" in this Agreement.

**WHEREAS**, Partner Organization acknowledges and understands that the District is required to safeguard the privacy of its students' Education Records in a manner consistent with the mandates of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g and the applicable regulations promulgated thereunder.

**WHEREAS**, Education Records may contain Personally Identifiable Information ("PII") as defined by Nebraska Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006 ("NFDP"), Neb. Rev. Stat. §§87-801–87-808.

**WHEREAS**, FERPA prohibits the unauthorized disclosure of PII contained in students' Education Records to anyone without the express written consent of the student or the student's representative.

**WHEREAS**, FERPA has regulatory exceptions to the general rule of confidentiality and non-disclosure of individually-identifiable data and information to allow its disclosure and use by organizations acting as school officials under certain circumstances.

**WHEREAS**, should Partner Organization be identified as satisfying the criteria associated with one or more recognized FERPA exceptions, the District may disclose the requested data to Partner Organization, provided the purpose, scope, and duration are clearly set forth in writing and satisfy the terms and conditions of this Agreement.

**WHEREAS**, Partner Organization will provide to the District, and/or its participating schools on behalf of the District, specified services the District could otherwise use its employees to perform, Partner Organization acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" as those terms have been interpreted and defined under FERPA and similar Privacy Laws and regulations, and Partner Organization agrees to abide by FERPA and those laws while performing its service for the District.

**WHEREAS**, the services Partner Organization will provide to the District are described in the Service Agreement, identified below.

**NOW, THEREFORE**, the Parties enter into this Agreement governing the disclosure of personally identifiable student information and provision of services described herein.



## SECTION I DEFINITIONS

- A. "Confidential District Information" means any and all confidential or proprietary information of the District in any form, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche, and includes paper and electronic information. Confidential District Information includes all student or employee record information. Confidential District Information also includes all business, operational, and other information provided by District to Partner Organization hereunder, provided such information is marked or otherwise identified by District as confidential or proprietary, or is of a nature that Partner Organization knows or should know is confidential or proprietary. Confidential District Information includes Education Records and Personally Identifiable Information.
- B. "Data Incident" means any access, acquisition, use or disclosure of Regulated Information by Partner Organization not authorized by law, this Agreement, or any other written agreements between District and Partner Organization related to Regulated Information.
- C. "Education Records" has the same definition as in FERPA, 20 U.S. Code § 1232g(a)(4)(A), those records, files, documents, and other materials that (i) contain information directly related to a student; and (ii) are maintained by an educational agency or institution or by a person acting for such agency or institution.
- D. "Personally Identifiable Information" or "PII" includes but is not limited to (a) student names; (b) names of a student's parent, guardian, or other family members; (c) addresses of students, their guardians, or other family members; (d) personal identifiers such as social security numbers, student numbers, or biometric records; (e) other indirect personal identifiers such as dates of birth, places of birth, and maiden names; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a person to identify the student with reasonable certainty; (g) "medical information" as may be defined in state law; (h) "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; (i) "nonpublic personal information" as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; (j) credit and debit card numbers or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; (k) other financial account numbers, access codes, and driver's license numbers; (l) state- or federal-identification numbers such as passport, visa, or state identity card numbers; (m) "personally identifiable information" as may be defined in state law, including Neb. Rev. Stat. § 87-802; and (n) Education Records.
- E. "Privacy Laws" means all applicable state, federal, and local privacy confidentiality and security laws (including related regulations, orders, or findings) which govern any Confidential District Information including, but not limited to: FERPA, COPPA, the Protection of Pupil Rights Amendment ("PPRA") (20 U.S.C. § 1232h; 34 CFR Part 98), as currently in effect or as amended from time to time, including any successor statutes and implementing regulations and rules, and the NFDP, specifically Neb. Rev. Stat. § 87-808.
- F. "Regulated Information" means Personally Identifiable Information and Education Records.
- G. "Temporary Employees" means personnel employed and provided by Partner Organization to District for its supplemental staffing needs, including contractors, subcontractors, vendors, and suppliers of Partner Organization.

## SECTION II

### CONFIDENTIAL DISTRICT INFORMATION

- A. **Ownership of Data and Information.** The disclosure of Confidential District Information to Partner Organization is not an assignment of ownership of the Confidential District Information to Partner Organization. The District retains ownership of all such information. Confidential District Information may only be re-disclosed by Partner Organization to a third-party with the prior written approval of the District.
- B. **Confidentiality.** Partner Organization agrees to maintain the confidentiality of Confidential District Information provided by District to Partner Organization hereunder.
1. Partner Organization agrees to restrict access to Confidential District Information only to authorized representatives who (i) require access in the course of their assigned duties and responsibilities in connection with this Agreement, and (ii) have been informed of the provisions set forth in this Agreement.
  2. The confidentiality obligations regarding the Confidential District Information shall not apply to any material or information that (i) is or becomes a part of the public domain through no act or omission by the Partner Organization, (ii) is independently developed by employees of the Partner Organization without use or reference to the Confidential District Information, (iii) is disclosed to the Partner Organization by a third party that, to the Partner Organization's knowledge, was not bound by a confidentiality obligation, (iv) is demanded by a lawful order from any court or anybody empowered to issue such an order, or (v), is requested by operation of law. With respect to (iv) or (v) above, Partner Organization agrees to provide notice to the District in a timely manner to allow the District to object to such disclosure should the District choose to do so.
  3. Notwithstanding anything herein to the contrary and only to the extent consistent with the Privacy Laws, District hereby grants to Partner Organization a non-exclusive, royalty-free, nontransferable, revocable, limited license during the Term or any Renewal Term of this Agreement to collect, access, and use Confidential District Information provided Partner Organization: (1) collects, accesses, and uses Confidential District Information only as necessary and solely for meeting Partner Organization's performance obligations under this Agreement; (2) keeps records of any Partner Organization disclosures of Confidential District Information, including the names of the parties to which Partner Organization may have disclosed Confidential District Information and the legitimate interests under this Agreement or the Privacy Laws which such parties requested or obtained the Confidential District Information from Partner Organization; (3) destroys the Confidential District Information when it is no longer needed by Partner Organization for meeting its performance obligations under this Agreement; and (4) otherwise complies with the Privacy Laws.
- C. **Limited Disclosure, Access and Use.** Partner Organization will abide by any and all conditions imposed by the District on the disclosure of Confidential District Information, including any de-identified or derived data from such information provided by the District, and agrees to manage and maintain it in accordance with the Privacy Laws.
1. Partner Organization and its officers, employees, and agents receiving Confidential District Information agrees to hold such information in strict confidence and use the information only for the limited purpose for which the disclosure was made.

2. Partner Organization affirms that its services will be conducted in a manner that does not disclose the Confidential District Information to anyone who is not an authorized representative of Partner Organization.
3. Partner Organization agrees not to use the Confidential District Information for any purpose other than the purposes for which the disclosure was sought from the District and made to Partner Organization.
4. The approval to use the Confidential District Information for one purpose does not confer approval to use the Confidential District Information for another or different purpose. Partner Organization shall not use any Confidential District Information, whether or not it is de-identified or aggregated, for any other commercial purpose than to provide the services which District has purchased from Partner Organization.
5. Partner Organization shall not store or transmit any Confidential District Information outside U.S. territory.
6. Upon termination, cancellation, expiration, or other conclusion of this Agreement, Partner Organization shall return all Confidential District Information to the District, or if return is not feasible, destroy any and all such information, except that backup files made in the normal course of business may be retained per Partner Organization's data retention policy, for regulatory compliance. Partner may destroy the Confidential District Information when it is no longer needed for purposes for which it was disclosed or as authorized in this Agreement. Partner Organization shall confirm the date that any Confidential District Information was returned or destroyed by delivering to the District the certificate attached hereto as Attachment 1.

**D. Reporting of Unauthorized Disclosures of Regulated Information**

1. Partner Organization shall, as soon as possible, but in no event more than five (5) business days of discovery, report to the District any Data Incident. Partner Organization's written report shall identify (i) the nature of the Data Incident, (ii) what information was used or disclosed, (iii) who or what was the cause of the Data Incident, (iv) who may have had access to any Confidential District Information, PII, or Regulated information, (v) what Partner Organization has done or shall do to mitigate harm from the Data Incident, and (vi) what corrective action Partner Organization has taken or shall take to prevent future similar Data Incidents. Partner Organization shall provide such other information, including a written report, as reasonably requested by the District. Partner Organization shall ensure that Temporary Employees comply with the terms of this section.
2. Partner Organization shall fully and completely cooperate with any investigation undertaken by the District to investigate, identify, remediate, or provide notification to affected individuals should any Data Incident occur.
3. In its sole discretion, the District may immediately terminate this Agreement, along with any other agreements with Partner Organization which incorporate this Agreement, if it determines it is not possible to repair or correct the Data Incident.

**E. Information Security Safeguards.** Partner Organization shall, at all times that it accesses, stores, transmits, maintains or processes Confidential District Information have in place reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of such information. These industry standard controls will include at a minimum: access controls, including multifactor authentication to the

systems and accounts which will house the Student Records; audit records; malware and virus protection; system, network, computer, and application protections; employee training as to cybersecurity threats; and encryption of all data at rest, including on any device or system including USB drive, internal or removable hard drive, or any cloud-based platform; and, encryption of all data in transit, including the transfer of any data via email or to/from cloud storage platform. Any encryption processes or procedures shall meet the requirements of Federal Information Processing Standard 140-2.

- F. **Industry Standard Datacenter Audit.** On an annual basis, Partner Organization will have an SSAE-18 (or its successor standard), ISO, or other nationally recognized technology controls audit conducted, and any audit report should specifically address the controls of the systems in which any Confidential District Information, PII, or Regulated Information are housed, and related control objectives of Partner Organization. Such audit shall be performed by a third party experienced in performing system security audits. Partner Organization shall promptly provide District with a copy of the results of the audit upon District's written request. If such audit report indicates any deficiencies in the security standards utilized by Partner Organization, then Partner Organization shall provide District with a response to each identified deficiency, and shall promptly undertake, at Partner Organization's expense, to remedy any material deficiencies, and shall report to District when such material deficiencies have been remedied.

### SECTION III

#### SPECIAL PROVISIONS RELATED TO EDUCATION RECORDS

- A. **Purpose.** Partner Organization, by providing certain institutional services and functions on behalf of the District, may require access to a student's Education Records to effectively deliver its services. Partner Organization further agrees to be under the direct control of the District with respect to the maintenance of student Education Records relating to the governance, use, and re-disclosure of Personally Identifiable Information, which will be in accordance with, and contingent upon compliance with FERPA and the Children's Online Privacy Protection Act ("COPPA") (15 U.S.C. §§ 6501–6506).
- B. **Minimum Necessary.** In order to perform the service(s) described in the Service Agreement, the Partner Organization agrees that it will limit the collection and/or utilization of Education Records to the minimum necessary.
- C. **Qualified FERPA Exception.** Partner Organization understands and agrees that the purpose and contemplated use of the Education Records disclosed by the District is solely to provide the educational services for, or on behalf of the District described herein. The Partner Organization shall be designated a "school official" according to FERPA and District policy, as an organization to which the District has outsourced institutional services or functions for which the District would otherwise utilize its own employees. The Partner Organization acknowledges that it is under the direct control of the District for the purposes of use and maintenance of Education Records disclosed pursuant to this Agreement, and that the Partner Organization agrees to comply with the applicable provisions of FERPA in order to safeguard the confidentiality of Education Records and student information.
- D. **Redisclosure.** Education Records may only be re-disclosed by Partner Organization to a third party with the prior written approval of the District, in accordance with this Agreement, or in compliance with FERPA and its regulations.
- E. **Remedies, Penalties, Indemnification.** The failure to comply with the requirements of FERPA or COPPA could subject Partner Organization and third parties to penalties under state and

federal law. Partner Organization acknowledges there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach will result in irreparable harm to the District, and therefore, that upon any such breach or threatened breach, the District shall be entitled to seek appropriate equitable relief including specific performance and any additional remedies the law may allow, including injunctive relief.

#### **SECTION IV INDEMNIFICATION**

- A. Partner Organization will indemnify, defend, and hold harmless District and District's affiliates, officers, directors, and employees from and against any third-party claims, demands, causes of action, judgments, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising from or relating to Partner Organization's or any of Partner Organization's employees (including Temporary Employees), agents, contractors, or representatives unauthorized use, misuse, or illegal use of Confidential District Information, Education Records, or Personally Identifiable Information, or for any breach of this Agreement by Partner Organization. The District and any indemnified party shall cooperate and comply with the reasonable requests of Partner Organization in connection with the defense of any such claim. The receipt or providing such assistance is not a waiver of any alleged breach nor does the acceptance of such assistance constitute a waiver of any such breach by the District. Partner Organization shall control the defense and settlement of any such claim.
- B. If Partner Organization's conduct triggers any third-party notice requirements under applicable Privacy Laws, Partner Organization shall indemnify the District for any actual and reasonable notification-related costs incurred by the District.

#### **SECTION V GENERAL TERMS AND CONDITIONS**

- A. **Coordination with Partner Organization Authorized Representatives.** During the term of this Agreement, Partner Organization will fully coordinate all of its services provided hereunder with the District through its designated authorized representative.
  - 1. The authorized representative signatory below has authority to bind Partner Organization to the terms and conditions of this Agreement.
  - 2. The authorized representative signatory shall also be responsible for requiring Partner Organization personnel and other authorized representatives of Partner Organization accessing information from District records to execute affidavits of nondisclosure or other documentation indicating that each person will be held accountable for the proper management, use, and protection of all information and records provided by District.
- B. **Temporary Employees.** Partner Organization shall ensure that Temporary Employees comply with the same terms and conditions set forth in this Agreement.
- C. **Examination of Records.**
  - 1. Partner Organization will keep true and complete records of any and all data received, exchanged, and shared between and amongst its employees, agents, subcontractors, and volunteers pursuant to this Agreement. Upon reasonable request, Partner Organization shall provide access to such records to District at a mutually agreed time.

2. Partner Organization agrees that it will keep and preserve all business records and reports created during the course of this Agreement for at least three (3) years from the date of receipt under this Agreement, except that Confidential District Information shall be returned or destroyed in accordance with the provisions of Section II.F.6 of this Agreement. Notwithstanding the foregoing, any reports generated under Section II, Subsection D (Reporting of Unauthorized Disclosures of Regulated Information), shall be preserved for a minimum of five (5) years.
- D. **Modification.** This Agreement shall only be modified in writing signed by duly authorized representatives of both Partner Organization and the District. All requests for modifications should be directed to the authorized representative of the District and Partner Organization.
- E. **Notice.** Any notice this Agreement requires must be in writing and will be effective only if sent by certified U.S. mail, return receipt requested, or via electronic mail, to an authorized representative provided in this Agreement, which is as follows:

Partner Organization:

District: Bryan Dunne  
bryan.dunne@ops.org

With Copies to: Megan Neiles-Brasch  
Megan.Neiles-Brasch@ops.org  
Office of the General Counsel  
Omaha Public Schools  
3215 Cuming Street  
Omaha, NE 68131

- F. **Term.** The effective date begins on the next business day that follows after each authorized representative of Partner Organization and the District executes this Agreement and it shall expire at the time Partner Organization no longer provides its services or is terminated in accordance with this Agreement; provided, however, a lapse or stoppage of services by Partner Organization as a result of the District's school year ending that timely resumes with the commencement of the next District school year shall not be construed or interpreted as the termination of this Agreement; furthermore, at the beginning of each school year, upon re-execution by each authorized representative of the District and Partner Organization, the parties mutually agree this Agreement is revived according to the same, or any amended terms and conditions contained herein.
- G. **Subcontractors.** Partner Organization shall require any subcontractor to comply with the provisions of this Agreement, including, but not limited to, to use the same care to protect the confidentiality, integrity, and availability of such records as Partner Organization will use. Upon termination of any contractor or subcontractor agreement or engagement Partner Organization shall ensure all Confidential District Information, PII, or Regulated Information, in possession of any contractor or subcontractor will either be destroyed or returned, and Partner Organization will provide documentation of destruction or return of such records to the District. In no circumstances should a non-US based contractor or subcontractor be provided access to District information without prior approval of the District.



- H. **Termination.** The District may terminate this Agreement for convenience with thirty (30) days' prior written notice with brief description of the reason for the termination to the Partner Organization.
- I. **Compliance with Federal and State Confidentiality and Privacy Laws.** Partner Organization and the District agree and understand this Agreement must be in compliance with all relevant Privacy Laws. In the event of a conflict between this Agreement and any Privacy Laws, Privacy Laws shall control. In the event of conflict or uncertainty interpreting controlling law regarding the collection, access, use, or disclosure of Regulated Information, a party will resolve the uncertainty or conflict in favor of prohibiting the collection, access, use, or disclosure of such information.
- J. **Compliance with District Policies.** Partner Organization agrees to comply with the applicable written District Board of Education policies, which hereafter by this reference are incorporated into and enforceable under this Agreement.
- K. **Governing Law and Jurisdiction.** In the event that any disputes arise from this Agreement, the parties agree to submit such disputes to the state or federal courts located within Douglas County, Nebraska, and such courts shall have exclusive jurisdiction over the disputes. The parties agree that Nebraska law will govern such disputes that arise from this Agreement, without regard to rules regarding conflicts of law.
- L. **Independent Contractor.** The parties are independent contractors in their relationship to one another and are not, by virtue of this Agreement or otherwise, made agents, employees, employers or joint venturers of one another. Neither party shall have authority to bind the other. In furtherance of the foregoing, and not in limitation thereof, no Partner Organization employee (including Temporary Employees), contractor, representative, or agent shall be entitled to participate in any group insurance program or to take advantage of any other rights, privileges or employee benefit plans established for employees of the District. The District shall not be obligated to pay employment taxes on or make withholdings in connection with compensation paid to any Partner Organization employee, contractor, representative, or agent. Partner Organization is responsible for all such taxes related to such compensation paid hereunder, including any federal and state income tax, employment tax, social security, or any other obligations under laws or requirements of governmental bodies, and shall indemnify the District against any taxes, liabilities, penalties or costs incurred by the District arising out of any failure of Partner Organization to pay such taxes or from reclassification of any Partner Organization employee, contractor, representative, or agent from an independent contractor to an employee of the District. The District will not reimburse Partner Organization for, or provide Partner Organization or Partner Organization's employees, representatives, or agents with, any form of insurance benefits, pension benefits, vacation or holiday benefits or any other benefits or expenses whatsoever.
- M. **Work Eligibility.** Pursuant to Neb. Rev. Stat. §§ 4-108 through 114, Partner Organization shall use a federal electronic verification program authorized by the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. §1324 ("E-verify Program" or an equivalent federal program designated by the Department of Homeland Security or other authorized federal agency) to verify the work eligibility status of new employees physically performing services within the State of Nebraska.
- N. **Non-Discrimination.** Partner Organization agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and the Pregnancy Discrimination Act of 1978, Federal Executive Order

11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the Americans With Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. Partner Organization agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status. Any act of discrimination committed by Partner Organization or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

- O. **Survival of Certain Provisions.** The terms and conditions of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.
- P. **No Agency Created.** Partner Organization agrees and understands that no authority exists through this Agreement permitting Partner Organization to enter into any third party contract, assume any obligation, or make any representation to third parties on behalf of, or which may bind the District.
- Q. **Authorized Representative.** Partner Organization certifies that the individual signing below on its behalf is fully authorized to do so, is fully authorized to bind and commit Partner Organization to the obligations set forth herein, and that no other consents or authorizations are needed to bind Partner Organization to the terms of this Agreement.
- R. **Contract Documents.** This Agreement consists of the following attachments which are incorporated herein and made a part hereof by reference which are found after the signature page:
  - 1. Attachment 1, Certification of Destruction/Return of Confidential District Information.

Partner Organization hereby signifies its acceptance of the terms and conditions of this Agreement.

Service Agreement:

[signature page to follow]

Agreed to:

Agreed to:

Douglas County School District 0001  
a/k/a Omaha Public Schools

3215 Cuming Street  
Omaha, Nebraska 68131

By:

By:



Name:

Name:

Title:

Title: President, Board of Education

Date:

Date:

Attest:

By:

Title: Secretary, Board of Education



#### Attachment 1

##### Certification of Destruction/Return of Confidential District Information

I/We, \_\_\_\_\_, as the authorized representative(s) of the Partner Organization (identified below) do hereby acknowledge and certify under penalty of perjury that

[check one]:

\_\_\_\_\_ (a) the Confidential District Information provided Partner Organization pursuant to the District Data Protection Agreement was destroyed. Further, all Regulated Information was destroyed by: (a) shredding; (b) permanently erasing and deleting; (c) degaussing; or (d) otherwise modifying the Confidential Information in such records to make it unreadable, unreconstructable, and indecipherable through any means, in accordance with NIST 800-88 or an equivalent standard.

\_\_\_\_\_ (b) the Confidential District Information provided Partner Organization pursuant to the District Data Protection Agreement has been returned.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Partner Organization/Agency: \_\_\_\_\_

Signature: \_\_\_\_\_