

**BOARD OF EDUCATION  
OF  
DOUGLAS COUNTY SCHOOL DISTRICT 0001  
(OMAHA PUBLIC SCHOOLS)**

**REQUEST FOR PROPOSALS (RFP)  
FOR ENTERPRISE RESOURCE PLANNING SYSTEM CONSULTING SERVICES**

January 24, 2024

Proposal No. P018-24

Due Date: March 21, 2024, 2:00 PM Central Time

**INVITATION**

The Board of Education ("Board") of Douglas County School District 0001 (Omaha Public Schools) ("District") invites proposals from experienced and qualified consultants to provide professional services to assess and analyze the business processes currently used throughout the District; to develop a request for proposal ("RFP") for a modern enterprise resource planning ("ERP") system; to assist District staff in the selection of a vendor for a new ERP system; and to be a strategic partner to the District during implementation of a new ERP system as detailed in Section 3.2.1.

**SCOPE**

The District wants to modernize its existing ERP system and business processes. The District currently uses PeopleSoft to conduct financial, supply chain, and human capital management functions. The purpose of this RFP is to solicit proposals from qualified professional management firms to provide consulting services to assess and analyze the business processes currently used throughout the District; to develop a RFP for a modern ERP system; to assist District staff in the selection of a vendor for a new ERP system; and to be a strategic partner during implementation of a new ERP system. The District intends to award a single contract to the Firm deemed by the District in its sole discretion to be the most qualified and responsive to this request. Once a satisfactory contract is negotiated by the District and the selected Firm, the Contract will be presented to the Board of Education for approval. The program consultant ("Consultant") awarded the contract will be expected to provide a full range of services to program participants as further described in this RFP. A detailed itemization of the scope of services can be found below.

**PROPOSALS ARE DUE March 21, at 2:00 p.m. (CT)**

## **1.0 PROPOSAL INFORMATION**

### **1.1 GENERAL**

The RFP Documents include the Invitation for Proposals, the Scope Summary, the Proposal Information in Sections 1.0 to 1.15, the General Terms and Conditions in Sections 2.0 to 2.24, the Proposed Specifications and Scope of Services in Sections 3.0 to 3.3, Proposal Requirements in Section 4.0 to 4.10, the Proposal Form (Exhibit A), the Signature Page (Exhibit B), the References Form (Exhibit C), the Data Protection Agreement (Exhibit D), and Certification of Contracts, Grants, Loans, and Cooperative Agreements (Exhibit E). The RFP Documents are incomplete without all of these sections.

### **1.2 PROPOSAL PREPARATION**

Proposals must be prepared and submitted in accordance with the requirements of the RFP Documents. Firms submitting proposals should prepare the proposal on the Proposal Form (Exhibit A) provided in the RFP Documents, which shall include the completed Signature Page (Exhibit B), provide all information and attachments requested with respect to the proposal and shall complete all pertinent blanks on the Proposal Form and on the Exhibits. 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 RFP addenda issued by the District. Please provide responses to all information requested. The responses should be made in the same order that the information is requested in Section 4.0 to assist in the review of the proposal by the District. Only include the information requested.

### **1.3 PROPOSAL SUBMISSION**

To be considered, one (1) copy of the proposal prepared in compliance with the requirements of this RFP document must be submitted to the District by 2:00 p.m. (CT) on March 21, 2024. Proposals must be submitted electronically to the following email address: [districtops@ops.org](mailto:districtops@ops.org). All electronically submitted proposals must be submitted by email in a pdf format. The proposal must be attached to and submitted with a transmittal email that contains the following language in the subject line of the email: "Proposal for Enterprise Resource Planning System Consulting Services RFP No. P018-24."

The proposal shall also contain the following completed attachments:

1. Signature Page (Exhibit B)
2. References (Exhibit C)
3. Signed Data Protection Agreement (Exhibit D)

Telephone, hard copy, and facsimile proposals should not be submitted and will not be considered. Any incomplete proposal or proposal not complying with the RFP Documents may be rejected by the District. Any proposal received after the deadline for submission of proposals will be rejected and returned to the submitting Firm unopened. All risk of timely delivery is with the Firm submitting the proposal, and the District will not be responsible for lateness of receipt of proposals due to email delays. The District's time stamp clock, maintained in the office of District Operational Services located at 3215 Cuming Street,

Omaha, NE 68131-2024, shall be the official clock for purposes of determining when the deadline for proposal submission has been reached.

Any hard copy materials of Firms whose materials are not selected will not be returned, but the Firm may retrieve them from the District. If such materials are not retrieved within fifteen (15) days of notification from the District that the Firm's proposal was not selected, the District may dispose of such materials as it determines.

For the proposal to be considered, all materials related to the program or services required to be evaluated under this RFP, as stated in the RFP Documents and that are not included in the emailed proposal, if any, must be shipped in hard copy and received at the Office of Purchasing at the following address:

Attn: OPS Purchasing  
Omaha Public Schools  
3215 Cuming Street  
Omaha, NE 68131-2024

by March 21, 2024, at 2:00 p.m. (CT). All hard copy materials must be submitted in sealed boxes/shipping containers marked on the exterior "Proposal Materials for Enterprise Resource Planning System Consulting Services. RFP P018-24." If the Firm's proposal and the Firm's materials are not both received by 2:00 p.m. (CT) on March 21, 2024, the proposal and materials will be time and date stamped by the District but will not be considered.

#### **1.4 DISTRICT'S RIGHT**

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.

#### **1.5 PROPOSAL QUESTIONS**

Any questions or requests for interpretation of this RFP must be submitted in writing and shall be submitted by e-mail to [districtopsqa@ops.org](mailto:districtopsqa@ops.org) by 2:00 p.m. CT on February 16, 2024. Answers to questions will be provided to all Firms known to the District to have requested the RFP 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 above for questions is the only authorized location and representative of the District who can respond to questions regarding this RFP. Any attempt to communicate or contact any Board Member, employee, or consultant of the District on any manner having to do with any aspect of this RFP may result in disqualification of the Firm's proposal.

#### **1.6 FIRM'S REPRESENTATION**

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

## **1.7 COLLUSIVE ACTIONS**

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

## **1.8 OPENING OF PROPOSALS**

Firms can attend the opening of the proposals by accessing Microsoft Teams meeting at 1-402-509-3892 within the United States, Phone Conference ID: 948 359 551#. Proposals will be opened in public immediately following the close of the time specified for submitting proposals in the presence of the Firms or representatives of the Firms submitting proposals.

## **1.9 PROPOSAL TABULATIONS**

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.

## **1.10 PRELIMINARY PROPOSED SCHEDULE**

The District has tentatively determined the schedule for selection of the Firm as follows:

January 24, 2024	Request for Proposals issued
March 21, 2024	Proposals due by 2:00 p.m. (CT)
April, 2024	Committee review and reference checks
May 6, 2024	Board of Education action

It is anticipated that the selected program will be implemented by the District beginning June 17, 2024. This schedule is subject to change as may be determined by the District. Any change will be communicated to all identified potential respondents.

## **1.11 WITHDRAWAL OF PROPOSALS**

Prior to the deadline for submitting proposals, a proposal that has been submitted may be withdrawn by notification to the District Operational Services Office of the District. A withdrawal may only be done by the Firm via an e-mail message to the same locked e-mail bid box where the proposal was originally submitted, with a notation in the subject line stating " Enterprise Resource Planning System Consulting Services. RFP No. P018-24," and actually received by the District's Purchasing Division prior to the date and time the bid is due. A hard copy, facsimile, telephone, or verbal 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. After the deadline for submitting proposals, a proposal may not be modified, withdrawn, or cancelled by any Firm for ninety (90) days following the time and date designated for receipt of

proposals. Proposals of Firm's that are selected for field testing cannot be withdrawn unless the Firm's proposal is not selected after field testing is completed.

## **1.12 FINANCIAL RESPONSIBILITY**

The District reserves the right, during the evaluation process, to request a current financial statement as evidence of the Firm'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 Firm.

## **1.13 REVIEW OF PROPOSALS**

All proposals timely received will be reviewed by an evaluation committee consisting of District staff members and selected community representatives who will be responsible for reviewing, evaluating the Proposals and corresponding materials.

## **1.14 FINAL SELECTION**

Following evaluation of any materials, reference checks, and interviews via Microsoft Teams (at the District's discretion), a recommendation will be made by the evaluation committee to the Board of Education. The Board will make the decision as to which Firm, if any, will supply the program and services. The District will then endeavor to negotiate a contract or contracts with the successful Firm based upon the terms of this RFP and the selected Firm's proposal. If a mutually agreeable contract cannot be negotiated with any of the selected Firms, the District will enter into negotiations with another Firm of the District's choosing until a mutually agreeable contract can be reached. As part of the contract process the selected Firm will be required to sign the District's Data Protection Agreement, attached herein as Exhibit D. The District reserves the right to reject any proposal or all proposals in its sole discretion and to waive any technicalities or irregularities in any proposal received and to select the Firm that the Board believes will best meet the needs of the District.

## **1.15 PROPOSAL EVALUATION AND SELECTION CRITERIA**

The evaluation committee will utilize the following criteria, plus such other criteria as it deems relevant, to make its recommendation to the Board.

**1.15.1** Relevant qualifications of the Firm based on experience.

**1.15.2** Compliance of the proposed program and services with legal requirements and RFP requirements.

**1.15.3** The experience of the Firm and personnel in the performance of providing the program and services in large, diverse, and urban districts.

**1.15.4** Availability of Firm resources to meet the schedule and project requirements.

**1.15.5** Cost of the program and services.

**1.14.6** Information supplied by references.

**1.14.7** The results of interviews, if conducted.

## **1.16 COSTS INCURRED IN RESPONDING**

This RFP does not commit the District to pay any costs incurred by a Firm in the preparation and submission of proposals, in providing services to the District, in procuring or contract for any services in connection with the proposal, in attending any post-submission interview or in any in field testing.

## **1.17 NEGOTIATIONS**

The evaluation committee, including District staff members and/or selected community representatives, will be responsible for reviewing and evaluating the proposals submitted. Following evaluation of proposals and reference checks, a recommendation will be made by the evaluation committee to the Board of Education (the "Board"). The Board will decide which Firm, if any, will be selected to furnish the services referred to in the RFP Documents. The District will then agree to a Contract with the successful Firm based on the terms of this RFP and the selected Firm's proposal, which will include the cost of the services to the District. This Contract will also incorporate, by reference, the RFP Documents. If a mutually agreeable Contract cannot be negotiated with the selected Firm, the District will enter negotiations with another Firm of the District's choosing until a mutually agreeable Contract can be reached. The Contract, when negotiated, will be presented to the Board of Education for approval. The District reserves the right to reject any proposal or all proposals in its sole discretion and to waive any or all technicalities or irregularities in any proposal received and to select the Firm that the Board believes will best meet the needs of the District.

## **2.0 GENERAL TERMS AND CONDITIONS**

### **2.1 GENERAL**

The contract between the District and the selected Firm shall incorporate by reference the accepted portions of the Firm's completed proposal with attachments and the requirements of the RFP Documents (Invitation for Proposals, Scope Summary, all of Sections 1.0 to 4.0 of the RFP Documents (Proposal Information, the General Terms and Conditions, the Proposal Specifications and Scope of Services, the Proposal Requirements and all Exhibits). In the event of a conflict between Firm's proposal and the contract including the remainder of the RFP Documents, the contract and the remainder of the RFP Documents shall control.

### **2.2 CIVIL RIGHTS**

The Firm and any approved subcontractors 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 Firm 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 District receives federal financial assistance from the Department; and hereby gives assurance that the Firm will immediately take any measures necessary to effectuate this contract. The Firm further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment. The Firm agrees not to discriminate in its employment practices and will render services under the 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 Firm or failure to comply with these statutory obligations when applicable shall be a default under the contract with the Firm.

### **2.3 WORKER VERIFICATION**

The Firm 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 Firm shall contractually require all subcontractor(s) performing work under such contract to also register and utilize such electronic verification system. The Firm awarded the contract and all of such Firm'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 Firm or any subcontractor to perform services in Nebraska under such contract. The Firm shall provide such reasonable documentation as 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.

### **2.4 PUBLIC BENEFIT**

For purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, if the Firm is a sole proprietorship or a general partnership, the Firm 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 my USCIS documentation upon request by the District.

### **2.5 FEDERAL TAXES**

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

### **2.6 STATE AND CITY TAXES**

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

## **2.7 TARIFFS AND DUTIES**

All applicable tariffs or duties, including penalties and interest, shall be paid by the Firm, and shall not be included in any payments by the District.

## **2.8 PERFORMANCE OF CONTRACT**

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

## **2.9 ASSIGNMENT AND BINDING EFFECT**

The Firm 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 Firm (if the Firm is a nonpublic corporation) or transfers aggregating fifty percent (50%) or more of the Firm's partnership interest (if the Firm is a partnership) or transfers aggregating fifty percent (50%) or more of the other ownership interests of the Firm (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 Firm shall be binding on the successors and permitted assigns of the District and Firm.

## **2.10 DEFAULT AND REMEDIES**

In the event the Firm: (i) breaches or violates any of the terms and conditions of the contract between the Firm and the District; or (ii) fails to perform any duty or obligation thereunder (iii) if the Firm should be adjudged bankrupt, make a general assignment for the benefit of creditors, or if a receiver should be appointed to take over the Firm's affairs, and provided any of the foregoing defaults are not cured by Firm, to the sole and complete satisfaction of the District, upon seven (7) days written notice to Firm, 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 Firm.
- Termination – The District may terminate the contract at any time by notice to Firm, which termination shall take effect on the date specified in such notice. Upon such termination, District may obtain the services from a different Firm. In the event of such termination, the Firm shall not be entitled to any further payments under the contract. In event of a suspension or termination, the Firm shall refund to the District the portion of any amount attributable to the suspension term or attributable to the unexpired portion of the contract term. To determine the amount of such refund, the fee shall be prorated evenly over the entire year of the contract term. The District will promptly notify the Firm in writing of any suspension or termination and the reasons therefor, together with the effective date.

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



## **2.11 TERMINATION WITHOUT CAUSE**

The District may terminate the contract without cause, at any time prior to the completion of the term of the Contract and without penalty by providing thirty (30) days prior notification in writing to the Firm. In the event of a no cause termination, the District shall pay to the Firm the amount owed for any services rendered to the District by the Firm from the date of the Contract up to the date of termination and upon such payment shall be relieved of further obligation to make payments under the Contract and the same shall be terminated.

## **2.12 POST TERMINATION OBLIGATIONS**

Upon the expiration of the contract or the earlier termination of the contract for any reason, the Firm agrees to cooperate with the District and the successor organization for the migration of all information to another system or contractor without additional charge to the District. The Firm also agrees to destroy all records and information provided by the District and designated by the District for destruction, and will provide documented proof of such record destruction including the method of destruction. The obligations of this section will survive any expiration or termination of the contract.

## **2.13 INSURANCE**

If the Firm is performing any services on District property, the Firm will maintain at all times while performing such services on District property the following insurance coverages:

Statutory worker's compensation insurance for all of its employees as required by law.

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 combined single limit

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

Excess Liability

\$2,000,000 limit of liability

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

Employer's Liability

\$500,000 per accident  
 \$500,000 disease, policy limit  
 \$500,000 disease, each employee

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 coverage must be on an occurrence basis. The District shall be named as an additional insured on all such policies. The policies shall 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 coverage or coverage amounts. The Firm will provide certificates to the District evidencing such coverage.

## **2.14 INDEMNIFICATION**

The Firm, on behalf of itself and its successors and assigns, hereby agrees to indemnify, defend, and hold harmless District and its Board members, officers, agents and employees, from any 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 act or omission of Firm or Firm's agents, employees or contractors; (ii) any default, breach, violation or non-performance of the contract between the Firm and the District; (iii) any injury to persons or property or loss of life caused by Firm or by Firm'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; or (iv) any violation or infringement of any copyright, patent, trademark or tradename or other intellectual property right by any deliverables provided by the Firm to the District. This indemnity shall survive any expiration or termination of the contract.

## **2.17 CONFIDENTIALITY**

The Firm 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 LMS and the District's data. The Firm shall also maintain all student data in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g(a)(4)(A)(ii), 1232g(b)(1). The Firm will defend, indemnify, and hold harmless the District from any claim or damage arising from a breach of security or of this provision.

## **2.18 COMPLIANCE WITH LAWS**

The Firm will comply with all applicable federal, state, and local laws, ordinances, regulations, and codes while performing the Contract.

## **2.19 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 the contract.

## **2.20 RECORDS**

The Firm shall retain District records for a period of not less than seven (7) 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 Firm.

## **2.21 GOVERNING LAW**

The laws of the State of Nebraska shall govern the interpretation and performance of the contract between District and the Firm, without regard to its conflicts of laws principles. Any action brought to enforce any provision of the contract shall be brought in the state or federal courts located in Douglas County, Nebraska.

## **2.22 NO WAIVER**

The failure of District or the Firm 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.

## **2.23 ENTIRE CONTRACT**

This contract, together with the RFP 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.

## **3.0 PROPOSED SPECIFICATIONS AND SCOPE OF SERVICES**

### **3.1 SCOPE OF SERVICES AND GENERAL REQUIREMENTS**

The following is the scope of services that must be provided and the specifications applicable to those services and will be a part of, and will be included in, any contract between the District and the Firm awarded the contract with the District.

### **3.2 SERVICES REQUIREMENTS**

**3.2.1** Provide consulting services to assess and analyze the business processes currently used throughout the District; to develop an RFP for a modern ERP system; to assist staff in the selection of a vendor for a new ERP system; and to be the strategic partner throughout the implementation of a new ERP system. The scope of professional services and deliverables will include, at a minimum, the following components:

#### **a. Business Process Review and Management**

1. Document current state system-wide business processes, determine future business needs, and conduct a gap analysis, all of which will be used as requirements for the new ERP solution.

2. Business requirements documentation including flow charts, diagrams, statistical models, graphical representations of business processes, and business operations.
  3. Current state ERP system assessment across all known systems to be replaced.
  4. Enterprise-wide organizational readiness assessment and recommendations for change management strategy when preparing for a new ERP system.
  5. Identify assumptions and constraints that impact the outcome / success of the project.
  6. Identify reports, interfaces, conversions, extensions, or configuration adjustments required to implement a new ERP solution.
  7. Prepare a single, comprehensive set of ERP system requirements and specifications that will adequately replace existing ERP functionality and meet future state needs.
  8. Lead business process analysis, business process review and redesign of the District's operating practices, procedures, forms, and process flows.
  9. Facilitate business process sessions with internal and external stakeholders and subject matter experts.
  10. Establish and manage a project plan that takes into consideration the key milestones noted within the following Project Milestones:
 

i. Begin Business Process Review Planning	July 2024
ii. Kickoff Business Process Reviews	October 2024
iii. Complete Business Process Reviews	March 2025
iv. Draft ERP Requirements	June 2025
  11. Provide weekly status updates to the District's ERP Replacement Leadership Team.
  12. Provide periodic status updates to the Board of Education related to Project Milestones as needed.
  13. Post all supporting materials, meeting notes, drafts, and final deliverables to the District's SharePoint site.
- b. ERP RFP Creation and Evaluation**
1. Prepare RFP for ERP solution
  2. Prepare an ERP Gap Analysis for each solution compared to current system, documented business processes, and requirements that are part of the ERP RFP.

3. Complete feasibility assessment of ERP commercial package solutions.
  4. Evaluate ERP RFP responses against defined specifications and requirements to facilitate product selection.
  5. Propose a method and tools to be leveraged for scoring/comparing ERP solutions – partner with the RFP committee team to finalize method.
  6. Conduct and document product comparisons.
  7. Establish and manage a project plan that takes into consideration the key milestones noted within the following Project Milestones:
    - i. Begin drafting ERP RFP July 2025
    - ii. Finalize and Post ERP RFP October 2025
    - iii. Complete Evaluations and Vendor Presentations February 2026
    - iv. Award RFP March 2026
    - v. Complete Contract Negotiations June 2026
  8. Provide weekly status updates to the District's ERP Replacement Leadership Team.
  9. Provide periodic status updates to the Board of Education related to Project Milestones as needed.
  10. Post all supporting materials, meeting notes, drafts, and final deliverables to the District's SharePoint site.
- c. Strategic Implementation Leader Services**
1. Design and lead organizational change management strategy and plans for the system-wide implementation of the District's ERP solution in coordination with the District and the selected ERP vendor and/or integration partner. This includes, but is not limited to: Implementation Strategy, Timeline, Communications Plan and Training Plan. Establish and manage a project plan that takes into consideration the key milestones noted within the following Project Milestones:
    - i. Begin Implementation Planning July 2026
    - ii. Kickoff Finance and HR Implementation November 2026
    - iii. HR "Go Live" January 1, 2028
    - iv. Finance and Supply Chain "Go Live" April 1, 2028
  2. Manage the implementation for the District – ensure implementation aligns with the District ERP Charter.

3. Create a set of consistent business processes and rules for the ERP that fits the need of all areas of the District.
4. Define ERP system implementation scope and objectives for a system implementation.
5. Validate ERP Vendor/integration partner testing, quality control and milestones.
6. Prepare ERP solution specifications for enterprise-wide system implementation.
7. Provide weekly status updates to the District's ERP Replacement Leadership Team.
8. Provide periodic status updates to the Board of Education related to Project Milestones as needed.
9. Post all supporting materials, meeting notes, drafts, and final deliverables to the District's SharePoint site.

### **3.3 GENERAL REQUIREMENTS**

**3.3.1** The term of the contract will be one (1) year, commencing upon execution of the contract with the District, with three (3) options to extend the term for an additional one (1) year each.

**3.3.2** The Consultant will provide all personnel, equipment, offices, and materials necessary to perform the services required.

**3.3.3** The Consultant will invoice District no more frequently than monthly. Each invoice will itemize all charges for the Program and will provide reasonable detail of the services that were performed for the charge that has been invoiced. Any proper reimbursable expenses will also be billed monthly, but no reimbursement will be allowed to the District for such expenses as travel in the metropolitan Omaha area, cellular phone charges, routine office photocopies, facsimile transmissions, or postage. There will be no reimbursement for out-of-town travel unless it has previously been approved by the Assistant Superintendent of Business Services of the District. District shall not be responsible for payment of any fees or expenses charged to participants to participate in the Program.

**3.3.4** The Consultant will not assign any interest in the contract with the District and will not transfer any interest to any other party or parties without the written consent of District. The services to be performed by the Consultant will not be assigned, subletted or transferred, in whole or in part, without the prior written approval of District, nor will the Consultant assign any monies due or to become due under the contract without prior written approval of District.

### **4.0 PROPOSAL REQUIREMENTS**

#### **4.1 GENERAL**

The proposal shall contain, at a minimum, the following information under the following sections and in the order given. Firms may use a format of their choosing within the sections. Any proposal not containing the required information may be rejected by the District.

#### **4.2 FIRM PROFILE**

**4.2.1** Identification of the Firm, including address of its principal office, the principal contact person, telephone and fax number, e-mail address and date the Firm was organized. State whether the Firm is a corporation, limited liability company, partnership or other entity and the state of organization.

**4.2.2** Size of the firm and the geographic area of its operations (i.e., local, regional, national).

**4.2.3** Identify the person signing the proposal and their relationship to the Firm. If such person lacks legal authority to bind the Firm to a contract, provide a current power of attorney authorizing the proposal. Provide an address, telephone number, facsimile number, and e-mail address (if applicable) for the person signing the proposal and for anyone who executed a power of attorney authorizing the proposal.

**4.2.4** Names of key personnel who would be assigned to this Program and their qualifications, including an organizational chart that includes all key personnel for the Program. Provide brief resumes for all key personnel including education, number of years with the Firm, related work experience, and professional association memberships.

**4.2.5** State whether the Firm would utilize any subcontractors to perform any Services.

**4.2.6** The District reserves the right to request a current financial statement as evidence of the Firm's financial stability. This information will 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 Firm.

#### **4.3 STATEMENT OF WORK**

**4.3.1** Describe what techniques and tools will be used in the provision of the services requirements outlined in Section 3.2.

**4.3.2** Describe how the vendor will be sharing data and working collaboratively internally, with District staff, and selected ERP vendor.

**4.3.3** Please provide a copy of the vendor's SOW including approach, resources, timeline, and deliverables that would be used to address the scope of the project. Vendor responses may call out milestones, deliverables and / or requirements that are not mentioned / missing or excluded within the scope of deliverables which the vendor deems critical to the success of the project.

#### **4.4 REFERENCES AND EXPERIENCE**

**4.4.1** Please list references of at least three (3) companies or governmental entities that have utilized the Firm's services. Include for each the name and contact information of a person who the District may contact for a reference. A reference form is attached as Exhibit C.

**4.4.2** Please state whether the Firm's services were ever terminated due to a claim made against the Firm because of a default or non-performance of a contract.

#### **4.5 FEE STRUCTURE**

**4.5.1** Describe the Firm's fee structure proposed for implementing a program for the District, including any potential increase in fees for future contract years and contract extensions. Include the manner in which fees would be calculated and any expense reimbursements that would be charged to the District in addition to the fees. This fee structure is requested for bid evaluation purposes only and should not be considered an assurance that, if awarded the contract, the District would pay the fee or reimbursements proposed. The amount that will actually be charged will be subject to negotiation by the District and the selected firm.

**4.5.2** State the manner in which any additional services that may be requested by the District would be charged.

#### **4.6 DATA PROTECTION AGREEMENT**

The District requires that its Data Protection Agreement ("DPA") be signed and agreed to by the Firm selected by the District. The DPA is attached as Exhibit D.

#### **4.7 PROPOSAL ATTACHMENTS**

The proposal shall include the following attachments:

**4.7.1** Signed Signature Page (Exhibit B)

**4.7.2** References (Exhibit C)

**4.7.3** Signed Data Protection Agreement (Exhibit D)

#### **4.8 ADDITIONAL INFORMATION**

Any additional information regarding the Firm that the Firm believes would be helpful in evaluation of the proposal. Do not include advertising brochures or other promotional material in the proposal.

#### **4.9 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. A signature page format is attached as Exhibit B. Failure to attach a completely executed signature page will be grounds for rejecting the proposal.

#### **4.10 STATEMENT OF UNDERSTANDING**

The respondent is to provide with its proposal a written statement that it understands the scope and requirements of the Request for Proposals and understands that if an award is made, the award will be based on compliance with the Request for Proposal requirements and the District's determination of the proposal that will best serve the interests of the District.

**EXHIBIT A**  
**PROPOSAL FOR**  
**ENTERPRISE RESOURCE PLANNING SYSTEM CONSULTING**  
**SERVICES Proposal No.: #P018-24**

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: [DISTRICTOPS@ops.org](mailto:DISTRICTOPS@ops.org)**

All proposals must be submitted electronically to the following email address: [DISTRICTOPS@ops.org](mailto:DISTRICTOPS@ops.org) All electronically submitted proposals must comply with the following requirements: Firms submitting proposals must also submit certain evaluation program materials in hard copy by the same deadline, all as described in the RFP Documents.

The RFP Documents convey the general style, type, character, and quality of the services desired. The undersigned acknowledged that the District will determine in its discretion which services are the best for the District.

The Firm is responsible to clearly and specifically indicate the services being offered and to provide sufficient descriptive literature, catalog cuts, pictures, and technical detail to enable the District to determine if the services to be offered meet the requirements of the RFP Documents. Failure to furnish adequate information for evaluation purposes may result in declaring a proposal non-responsive.

**[INSERT PROPOSAL CONTENT HERE]**

**EXHIBIT B****SIGNATURE PAGE RFP NO. P018-24**

The undersigned certifies that the information in the foregoing proposal is submitted in accordance with the Request for Proposals for Enterprise Resource Planning System Consulting Services and is true and correct to the best of the undersigned's knowledge and belief.

The undersigned further 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 RFP 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 RFP Documents and that other factors specified in the RFP 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 and all technicalities and irregularities.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

*RFPs must be signed to be valid.*

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Acknowledge receipt of the following Addenda:

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

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

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

Attachments:

1. Signature Page (Exhibit B)
2. References (Exhibit C)
3. Signed Data Protection Agreement (Exhibit D)
4. Signed Certification of Contracts, Grants, Loans, and Cooperative Agreements (Exhibit E)

The Firm's proposal, with all required attachments, shall be emailed to the designated lockbox clearly labeled in the subject line of the transmitting email with:

**Proposal No. P018-24 – ENTERPRISE RESOURCE PLANNING SYSTEM CONSULTING SERVICES**

and delivered to: [DISTRICTOPS@ops.org](mailto:DISTRICTOPS@ops.org)

**by 2:00 PM (CT), March 21, 2024**

**EXHIBIT C****References RFP No. P018-24**

Supply three (3) references from companies or governmental entities that have adopted programs similar to the program the Firm proposes to furnish to the District.

1.     Name of Entity: \_\_\_\_\_                      Contact Name: \_\_\_\_\_  
       Address: \_\_\_\_\_                              Phone: \_\_\_\_\_  
       City/State/Zip: \_\_\_\_\_                      E-mail: \_\_\_\_\_  
       Size of entity: \_\_\_\_\_  
       Date program adopted: \_\_\_\_\_
  
2.     Name of Entity: \_\_\_\_\_                      Contact Name: \_\_\_\_\_  
       Address: \_\_\_\_\_                              Phone: \_\_\_\_\_  
       City/State/Zip: \_\_\_\_\_                      E-mail: \_\_\_\_\_  
       Size of entity: \_\_\_\_\_  
       Date program adopted: \_\_\_\_\_
  
3.     Name of Entity: \_\_\_\_\_                      Contact Name: \_\_\_\_\_  
       Address: \_\_\_\_\_                              Phone: \_\_\_\_\_  
       City/State/Zip: \_\_\_\_\_                      E-mail: \_\_\_\_\_  
       Size of entity: \_\_\_\_\_  
       Date program adopted: \_\_\_\_\_

**EXHIBIT D****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 ("NFDPA"), 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: \_\_\_\_\_

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