INVITATION FOR PROPOSALS

The Board of Education ("Board") of Douglas County School District 0001 (Omaha Public Schools) ("District" or "OPS") invites proposals for an Activity Funds Management Platform ("Platform"). Firms submitting proposals for the Platform must prepare the proposals according to the requirements of these RFP Documents. The District currently has a total of 65 elementary schools and 31 secondary schools/programs. The District serves approximately 52,000 students in Pre-K through 12th grades and is expecting the Platform to be in use District-wide by January 1, 2025. The anticipated Platform user counts are 300+ administrative users, and 50,000+ student/parent/guardian/community users. Currently, the District oversees 340 active Activity Funds, with each school/program maintaining a US Bank Activity Fund checking account. To ensure alignment between the District’s financial records and each school's bank account activity, detailed manual accounting entries are required in the District's Enterprise Resource Planning system, currently PeopleSoft.

SCOPE SUMMARY

Omaha Public Schools seeks proposals from qualified and experienced Firms for an integrated, web-based solution to manage the District’s school activity funds, streamlining existing processes to enhance productivity and transparency for District and school staff, as well as parents/guardians.

The solution must interface with PeopleSoft and Infinite Campus but be capable of interfacing with a similar Enterprise Resource Planning system (e.g. Oracle Cloud ERP) if OPS moves to a different ERP in the future.

The Platform should prioritize interoperability and seamless integration with Microsoft Windows and macOS operating systems.

The successful Firm must demonstrate a sophisticated understanding of the District's needs, offering an intuitive Platform for quick and efficient implementation. Responsive, effective customer and technical support post-implementation are crucial components.

Integral to this solution is the integration of a student activity funds accounting system with a versatile online payment solution, accommodating various payment types and collection methods.

Experience in student activity fund management, online payments, and familiarity with K-12 school
district requirements are essential.

To be considered for a contract, Firms must exhibit a verified, cohesive solution along with the necessary resources, and robust security and privacy protocols to effectively fulfill the project's requirements. Firms should possess ample experience and expertise, evidenced by successful implementations akin to the scope of work required by the District.

The District plans to begin implementation of the Platform in increments during the time period from October 1, 2024 through December 31, 2024, with District-wide use to begin on January 1, 2025. To ensure a seamless roll-out, and facilitate District-wide buy-in, the Firm is expected to provide clear communication, effective documentation, competent and streamlined training, and related customer-support services to all end users of the Platform throughout the roll-out period.

**PROPOSALS ARE DUE:** August 7, 2024, 2:00 PM Central Time

1.0 **PROPOSAL SUBMISSION INFORMATION**

1.1 **GENERAL**

As used in this RFP, the term “RFP Documents” includes the Invitation for Proposals, the Scope Summary, the Proposal Submission Information in Sections 1.0 to 1.16, the General Terms and Conditions in Sections 2.0 to 2.21, the Proposal Specifications in Sections 3.0 to 3.6, the Proposal Requirements in Section 4.0 to 4.11, the Proposal Form, the Signature Page, the References sheet (Exhibit A), and the Data Protection Agreement (Exhibit B). The RFP Documents are incomplete without all of these documents.

Proposals must be prepared and submitted in accordance with the requirements of the RFP Documents, together with all required information and attachments, and submitted electronically to the following locked email address: servicebids@ops.org. Proposals submitted in any other manner or to any other email address will be rejected. The proposal must include all attachments required by the RFP Documents. 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. The risk of delivery rests solely with the Firm and District will not be responsible for non-receipt or lateness of receipt of any proposals due to email delays, failures or any other cause. 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.

1.2 **PROPOSAL PREPARATION**

Firms submitting proposals must use the Proposal Form provided in the RFP Documents, provide all information and attachments requested in the Proposal Requirements section of this RFP and requested in the other RFP Documents 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 by 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. The information requested in the Proposal Requirements in Section 4.0 of the RFP Documents should be inserted into the 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 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 the proposal prepared in compliance with the requirements of the RFP Documents must be submitted to the District by 2:00 p.m. (CT) on August 7, 2024. Proposals must be submitted electronically to the following email address: servicebids@ops.org. All electronically submitted proposals must include the following documents and comply with the following requirements:

a. The Proposal Form must be completed and submitted in a pdf format.
b. The Signature Page must be completed, signed by an authorized representative of the Firm and submitted in a pdf format.
c. The proposal must include as an attachment the completed References sheet, attached to the RFP Documents as Exhibit A.
d. The proposal shall contain, as attachments, a copy of the Firm’s proposed software licensing agreement and the Firm’s proposed support terms and service level agreement for the Platform. These two documents will be part of the Contract negotiations between the District and the Firm if it is selected to provide the Platform.
e. 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 Activity Funds Management Platform P028-24.”

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.

Firms should be aware that if their Platform is selected for recommendation to the Board of Education, a signed copy of the Data Protection Agreement (DPA), included with this RFP as Exhibit B, must be submitted prior to the finalization of any Contract entered into with the District. If the Firm already has a fully executed Data Protection Agreement in effect with the District, the Firm may submit a copy of that DPA in lieu of signing a new copy of Exhibit B.

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 email to servicebidsqa@ops.org by 2:00 p.m. CT on July 17, 2024. Questions submitted in any other form, including by hard copy, facsimile and telephone, and questions submitted to an email address other than the one indicated above will not be answered by the District. Answers to questions will be provided to all Firms known to 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 with or contact any Board Member, employee, or consultant of the District in any manner having to do with any aspect of this RFP will result in disqualification of the firm as a potential supplier.

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 Platform specified in the RFP Documents at the lowest competitive rate.

1.8 **OPENING OF PROPOSALS**

Bids will be opened and read aloud in public at the Omaha Public Schools District Operational Services offices in the Teacher Administrative Building, 3215 Cuming St, Omaha, Nebraska 68131, immediately following the close of bidding. Those submitting proposals can attend the opening of the proposals by accessing Microsoft Teams meeting by dialing 1-402-509-3892, within the United States, Phone Conference ID: 593 315 060#, or may attend in person.

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 the 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 **WITHDRAWAL OF PROPOSALS**

Prior to the opening of proposals, any Firm submitting a proposal may withdraw its proposal by email notification that is actually received by the District Operational Services Office, at servicebids@ops.org prior to the time specified for close of proposal submission, with a notation in the subject line of the email stating: “Withdrawal of Proposal for Activity Funds Management Platform, P028-24.” A hard copy, facsimile, telephone or oral withdrawal request will not be honored. An email addendum to an existing submitted proposal or a 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. After opening of proposals, the proposals 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.

1.11 **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.

1.12 **PRELIMINARY SCHEDULE AND TERM**

The District has tentatively determined the schedule for evaluation of the Firms’ proposals and the proposed Platforms as follows:
July 10, 2024  Request for Proposals issued
July 17, 2024  Deadline for submitting questions by 2:00 p.m. CT
August 7, 2024  Proposals due by 2:00 p.m. CT
August 2024  Committee review and Platform demonstrations (if conducted).
September 2024  Recommendation of selected Platform to the Board of Education for approval and negotiation of the Contract.
September 2024  Presentation of the Contract to the Board for approval.

It is anticipated that the selected Platform will begin to be implemented area by area during the time period from October 1, 2024 to December 31, 2024. The Platform shall be in use District-wide on January 1, 2025. The initial term of the agreement shall end on June 30, 2025. The District shall have the option to extend the contract annually, with each renewal period lasting from July 1 through June 30.

1.13 REVIEW OF PROPOSALS

All proposals received will be reviewed by an evaluation committee consisting of District staff members and District appointed representatives who will be responsible for reviewing, evaluating the Proposals and proposed Platforms, and determining, in the District’s sole discretion, the Platform that will best suit the District’s needs. The evaluation committee will also be responsible, following completion of the evaluation of proposals submitted, for making the recommendation, if any, to the Board of the Platform to be acquired by the District, subject to negotiation of a satisfactory contract.

1.14 SELECTION PROCESS AND CRITERA

The evaluation committee will review and evaluate all responsive 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’s Platform will best perform the communication services required and provide the best value to the District. The evaluation criteria to be considered by the evaluation committee includes, but is not limited to, the following:

1.14.1 Compliance with RFP requirements and the comprehensiveness and responsiveness of the proposal.
1.14.2 Financial resources to complete the project.
1.14.3 Ability of the Firm to properly perform the work required.
1.14.4 Availability of the Firm’s resources to meet the work requirements.
1.14.5 Character, integrity, reputation, judgment, experience and efficiency of the Firm and the Firm’s personnel that would be assigned to perform the work.
1.14.6 Quality of the performance of the Firm and its Platform on previous projects for the District and for other entities.
1.14.7 Ability of the Firm to perform the work within the time specified.
1.14.8 Cost of the Platform and services to be performed.
1.14.9 Results of virtual demonstrations of the Platform, if conducted.
1.14.10 Information from references.

As a part of the evaluation, the committee may select a short-list of the Platforms proposed by one or
more Firms for further evaluation. These short-listed Firms may be asked to conduct a virtual
demonstration for the committee through remote electronic video conferencing of their online platforms.
Firms selected for virtual demonstrations may be provided with a specific format for presentation to the
committee. All costs incurred by each Firms to participate in such demonstrations will be the
responsibility of each Firm being asked to perform such demonstrations.

1.15 NEGOTIATIONS

The evaluation committee, including District staff members and/or selected community representatives,
will be responsible for reviewing and evaluating the proposals submitted, including virtual demonstrations.
Following evaluation of proposals, reference checks, and virtual demonstrations (if conducted), a
recommendation will be made by the evaluation committee to the Board of Education. The Board will
decide which Firm, if any, will be selected to furnish the Platform referred to in the RFP Documents that
will be adopted for use District-wide. The District will then negotiate and agree to a Contract with the
successful Firm based on the terms of this RFP and the selected Firm’s proposal. The cost of the
Platform to the District for the initial term through June 30, 2025, and any additional extension terms
and any one-time costs to implement the Platform for the District will be based upon the proposal
submitted by the selected Firm and shall not be subject to negotiation. 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, or the District may terminate the RFP process
altogether and not select another firm. The Contract or the Contracts, 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.

1.16 COST INCURRED IN RESPONDING

This solicitation for services does not commit the District to pay any costs incurred by a Firm 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, or in attending or conducting any post-submission demonstration.

2.0 GENERAL TERMS AND CONDITIONS

2.1 GENERAL

The Contract between the District and the selected Firm or Firms shall incorporate by reference all of
the RFP Documents, including Exhibits A and B, and the agreed upon portions of the Firm’s proposal,
all of which, together with the signed Contract document between the District and the Firm will
collectively constitute the Firm’s Contract with the District (the Contract”). In the event of a conflict
between Firm’s proposal and the remainder of the RFP Documents, the remainder of the RFP
Documents shall control. In the event of a conflict between the Contract and the RFP Documents, the
Contract will control. The term “Firm” as used in the General Terms and Conditions and in the Proposal
Specifications, means the successful Firm that enters into a Contract with the District to provide the
Platform and related services.

2.2 CIVIL RIGHTS

The Firm 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

Page 6 of 19
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 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 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 INSURANCE REQUIREMENTS

The Firm will maintain, at all times during the Contract Term 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
$1,000,000 per occurrence and $2,000,000 general aggregate for both bodily injury and property damage. Coverage shall include completion operations, broad form property damage, and personal injury and advertising liability coverage. Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
Automobile Liability Insurance
Covering owned, non-owned and hired vehicles
$1,000,000 combined single limit for bodily injury and property damage

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
Providing coverage in excess of the coverage provided under the Commercial General Liability and Automobile insurance policies.
$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 as to the District’s insurance policies. Each policy will be endorsed to waive subrogation against the District. 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 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 Firm will provide certificates to the District evidencing such coverages.

2.5 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 their USCIS documentation upon request by the District.

2.6 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.

2.7 STATE AND CITY TAXES

The District, as a political subdivision, is exempt from the payment of 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 Firm. The District’s tax exemption number is 5-0597767.

2.8 TARIFFS, DUTIES, ROYALTIES AND LICENSE FEES

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

2.9 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.

2.10 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.

2.11 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; (ii) fails to perform any duty or obligation thereunder; (iii) breaches or violates the Data Protection Agreement with the District; (iv) 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, the 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 written notice to Firm, without an opportunity for the Firm to cure its default, which termination shall take effect on the date specified in such notice. Upon such termination, District may obtain the Platform from a different Firm. In the event of such termination, the Firm shall not be entitled to any further payments under the Contract. If the remaining amount that is unpaid under the Contract with Firm is insufficient to pay for the cost of completing performance of the contract obligations by a substitute firm, the Firm shall pay to the District, in addition to all other damages suffered by District due to such default, the difference in the cost of performing such services by the substitute contractor or the District and the remaining unpaid funds held by the District.

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.

2.12 TERMINATION WITHOUT CAUSE

District may terminate the Contract with the Firm 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 services rendered to the District by the Firm from the date of the Contract up to the date of termination. Upon payment by the District to the Firm of all final amounts due under the Contract, the District shall be relieved of any further obligations to make payments under the Contract and the same shall be terminated.
2.13 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 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 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; or (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.

2.14 INTELLECTUAL PROPERTY INDEMNIFICATION

The Firm 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 Firm, or which is based on a claim of infringement or misappropriation of the Platform or any associated service provided by the Firm, and the Firm shall defend and settle, at its expense, all suits or proceedings arising therefrom. District shall inform the Firm of any such suit or proceeding against 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 Firm shall notify District of any actions, claims, or suits against the Firm based on an alleged infringement or misappropriation of any third party's intellectual property rights in and to the Platform or any associated service provided by the Firm. In the event an injunction is sought or obtained against use of the Platform and/or a service, or in the Firm’s opinion is likely to be sought or obtained, the Firm 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 Platform and/or a service, or (b) replace or modify the infringing portions of the Platform and/or a service to make its use non-infringing while being capable of performing the same function without degradation of performance.

2.15 SECURITY WARRANTY

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 systems and the District's data. The Firm 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).

2.16 COMPLIANCE WITH LAWS

The Firm and the Platform will comply with all applicable Federal, State and local laws, ordinances, regulations and codes while performing the Contract.

2.17 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.

2.18 RECORDS
The Firm shall retain District records for a period of not 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 Firm.

2.19 GOVERNING LAW AND FORUM SELECTION CLAUSE

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 concerning any provision of the Contract or its formation must be brought in the state or federal courts located in Douglas County, Nebraska.

2.20 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.

2.21 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 PRODUCT SPECIFICATIONS

3.1 GENERAL REQUIREMENTS

As more fully described herein, the Contract between the Firm and the District will require the Firm to provide the District with an Activity Funds Management Platform and related services as described herein. The Firm shall grant the District the appropriate licenses needed to allow the District’s authorized users to use and access the Platform and for the Platform to perform all of the required functions, including (a) all software that is included within the Platform, or (b) any third-party software that is needed in order to allow the District full use and functionality of the Platform. The Platform must have the most recent version of the software.

3.2 CONTRACT TERM

It is anticipated that the selected Platform will be implemented incrementally, area by area, across the District, and effectively used in each area between October 1, 2024 – December 31, 2024. By January 1, 2025, the Platform should be fully operational and utilized Districtwide. The initial term will end on June 30, 2025. The District shall have the option to extend the contract annually by July 1, for each annual time period of July 1 through June 30. No onsite work will begin until the insurance certificate is provided and the contract approved and signed. Once this requirement is met, installation may begin anytime, so that the October 1, 2024, implementation date can be met.

3.3 SCOPE OF ACTIVITY FUND MANAGEMENT PLATFORM SPECIFICATIONS

The following Specifications describe the minimum requirements that the Firm must meet in furnishing the Platform requested by these RFP Documents. All Product Specifications stated in Sections 3.0 to
3.8 shall be considered mandatory minimum requirements for the Platform.

3.3.1 Student Activity Funds accounting system that interfaces with PeopleSoft and Infinite Campus, with integrated online payment capabilities. The solution must be capable of interfacing with a similar Enterprise Resource Planning system (e.g. Oracle Cloud ERP) if OPS moves to a different ERP in the future. Please provide a list of the top ERP systems that work with your Firm’s proposed system.

3.3.2 Integrated forms and integrated positive pay.

3.3.3 A total of 145 Credit card machines will need to be provided as a part of the Platform, which are both Wi-Fi and cellular service compatible, to be integrated with the accounting system. Please include make, model, product specifications.

3.3.4 Approval workflow capability.

3.3.5 Integrated Bank Reconciliation reports.

3.3.6 A robust report writer and report writing tool to create custom reports.

3.3.7 A sophisticated platform oversight dashboard to serve as a central hub for monitoring, managing, report generation, and assigning/restricting access.

3.3.8 Has the capability of integrating Nutrition Services if the District elects to integrate that division.

3.4 TECHNOLOGY REQUIREMENTS FOR PLATFORM

The Firm’s proposed Platform must meet at least the following technology requirements.

3.4.1 The Platform must interface with PeopleSoft and Infinite Campus and also be capable of interfacing with a similar ERP (e.g. Oracle Cloud ERP).

3.4.2 The Platform should prioritize interoperability and seamless integration with Microsoft Windows and macOS operating systems.

3.4.3 The Platform must meet the necessary standards and requirements for using single sign-on (SSO) functionality.

3.4.4 The District shall have the ability to perform acceptance testing on the Platform to ensure that it conforms to the written specifications, documentation and the District's technical requirements.

3.5 SUPPORT REQUIREMENTS

The Firm must be able and willing to meet and provide at least the following support requirements for the District and the proposed Platform:

3.5.1 The Platform needs to maintain near 100% availability through off-site hosting and redundant backup systems to minimize downtime.

3.5.2 The Firm shall provide on-site training at designated District facilities during implementation, so that District staff members are capable of efficiently and correctly utilizing the Platform and its functions (See Section 3.6 for additional training requirements).
3.5.3 The Firm shall make live telephone support available for all users.

3.5.4 The Firm shall provide 24/7 support.

3.5.5 The Firm shall provide service levels for the Platform, including response and resolution times for non-performance of the Platform as well as escalation protocols for problem resolution.

3.5.6 The Platform shall provide both the federated and non-federated groups within the interface.

3.5.7 The Firm must provide responsive, timely, and effective user support for students’ families.

3.6 PROFESSIONAL DEVELOPMENT

The selected Firm must provide job-embedded and on-demand professional training opportunities for District staff. This includes specific training for those implementing the Platform for the 2024-2025 school year.

3.6.1 The Firm shall provide digital training courses and materials to District staff. This training should be made available throughout the duration of the Contract.

3.6.2 On-demand professional learning including, but not limited to, videos, webinars, and support documents and should be made available through the Firm’s website for individuals to use as needed.

3.6.3 Customized professional learning training courses should be made available at the request of the District and created in partnership with the Firm.

3.6.4 The District may assign mandatory training courses for specific school staff groups. In these instances, the Platform will need to test understanding of course materials and capture pass/fail results.

4.0 PROPOSAL REQUIREMENTS

4.1 GENERAL

The Firm’s proposal shall also contain, at a minimum, the information outlined in the following sections, which must be organized in the order given below. 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 name of the Firm, the address of its principal office, the principal contact person, telephone, email 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 scope of its operations (i.e., local, regional, national).

4.2.3 Identify the person signing the proposal and his or her 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 email
address (if applicable) for the person signing the proposal and for anyone who executed a power of attorney authorizing the proposal.

4.3 PROVIDING REQUIRED PLATFORM

Please identify the Platform being proposed, including its market name or identification and the version proposed to be provided. State in general a description of the Platform and the functions it will provide to the District staff, and parents or guardians. Please state affirmatively in your proposal that the Platform proposed by your Firm will meet all of the requirements listed in the RFP Documents, in particular the requirements in Sections 3.3 and 3.4. Please state any reservation or qualification that the Firm may have regarding meeting the Requirements. Please note that any qualification or reservation by the Firm regarding the Requirements may result in disqualification of the proposal.

4.4 SUPPORT

Please state how your Firm will satisfy the support requirements set forth in Section 3.5. Please state any other support services that your Firm would provide to the District in addition to those referred to in Section 3.5.

4.5 PROFESSIONAL DEVELOPMENT

Please state how your Firm will satisfy the professional development requirements set forth in Section 3.6. Please state any other professional development services that your Firm would provide to the District in addition to those referred to in Section 3.6.

4.6 COST

Please state both the recurring annual costs and the one-time costs for implementing and using the Platform to include the items listed below. Include all fees and other costs for the initial term (October 1, 2024 – June 30, 2025) and three (3) optional extension years (July 1, 2025-June 30, 2026, July 1, 2026-June 30, 2027, and July 1, 2027–June 30, 2028). State whether fees and other costs are one-time charges or are recurring. If recurring, state the frequency of the recurrence of the fee or cost. Please be aware that the fees and charges listed here will be the basis for determining the cost of the District to implement the Platform in the District for the Contract with the selected Firm.

4.6.1 The annual license fee on a per user basis for use of the Platform by District students, parents, guardians and faculty. This shall be the only annual recurring charge to be paid by the District for use of the Platform. Please include any increase in the annual license and during the Extension Terms, if exercised.

4.6.2 The initial term of the Contract will be less than a year, so the license fee for the initial term should only be for 9 months based on an October 1, 2025, initiation date.

4.6.3 Please state the annual cost, if any, for service support of the Platform during the Contract Term required by the RFP Documents (both the Initial 9-month term and the extension terms).

4.6.4 Please state any one-time charge for implementation and start-up of the use of the Platform.

4.6.5 Please state any charge for Professional Development required by the RFP Documents and whether the charge is a one-time charge or a recurring charge.
4.6.6 Please list any other fees or charges that your Firm proposes to charge the District at any time during the Contract Term for use of the Platform and providing the required services to the District’s Platform users.

4.6.7 Please include the hourly cost for software customization requests.

4.6.8 Please include the cost of 145 credit card machines (detailed in section 3.3.3), and the cost to add/remove credit card machines if more or less than the estimated 145 are needed.

4.6.9 Please include credit card machine repair and replacement costs, and responsibility for loss or damage.

4.6.10 Please include any other credit card machine related fees.

4.6.11 Please include the cost for software updates and upgrades in the quoted price.

4.7 TECHNOLOGY

4.7.1 Please provide a list of what type of equipment the District needs for the platform to operate at full efficiency.

4.7.2 Please provide information about your platform’s data security and privacy protocols.

4.8 ADDITIONAL INFORMATION

Furnish any additional information regarding the Firm or its Platform 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 REFERENCES

Provide the names of at least three (3) different school districts of similar size to the District that have adopted district-wide the Platform included in your proposal within the past five (5) years who can be contacted as references by the District. Please include the date the Platform was acquired by the referenced school district, the name of the primary contact, the name of the school district, and the address, telephone number and email address of each reference. The References sheet is attached hereto as Exhibit A and should be used by the Firm when providing references.

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.

4.11 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 a part of these RFP Documents. Failure to attach a completely executed signature page in the required format will be grounds for rejecting the proposal.
PROPOSAL

Activity Funds Management Platform

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: servicebids@ops.org

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

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

The Firm is responsible to clearly and specifically indicate the Platform being offered and to provide sufficient descriptive literature, catalog cuts, pictures, and technical detail to enable the District to determine if the Platform offered meets 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]
SIGNATURE PAGE

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 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 or all technicalities.

The undersigned certifies that the information in the foregoing proposal is submitted in accordance with the Request for Proposals P028-24 Activity Funds Management Platform and is true and correct to the best of the undersigned's knowledge and belief.

COMPANY NAME: 
ADDRESS: 
CITY/STATE/ZIP: 
TELEPHONE: FAX: 
EMAIL: 
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:


Delivered to: servicebids@ops.org by 2:00 PM (CT), August 7, 2024.

Attachments:
1. Completed References sheet (see Exhibit A)
2. Proposed Support Terms and Service Level Agreement
3. Proposed Software Licensing Agreement

Acknowledge receipt of the following Addenda:
No. Date
No. Date
No. Date
EXHIBIT A

References

Supply a minimum of three (3) references of school district or other educational entities of the approximate size of the District for which you have provided the same or similar services within the last five (5) years. If you have fewer than three such references or have no educational references, the references provided may include the same or similar such services provided to another governmental entities or private entities of a similar of the size within the last three years. A minimum of three (3) references shall be included with the names and phone number of each contact listing.

1. Name of District: ______________________  Contact Name: ______________
   Address: ____________________________  Phone: ______________________
   City/State/Zip: ______________________  Email: ______________________
   Size of school district: ____________ / students
   Date platform adopted: ______________

2. Name of District: ______________________  Contact Name: ______________
   Address: ____________________________  Phone: ______
   City/State/Zip: ______________________  Email: ______
   Size of school district: ____________ / students
   Date platform adopted: ______________

3. Name of District: ______________________  Contact Name: ______________
   Address: ____________________________  Phone: ______
   City/State/Zip: ______________________  Email: ______
   Size of school district: ____________ / students
   Date platform adopted: ______________
EXHIBIT B
DATA PROTECTION AGREEMENT (DPA)

SEE ATTACHED DPA