

Request for Statement of Qualifications (RFSQ) Q002-25

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

Request for Statement of Qualifications for PK-12 Literacy Imperative Project

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

LATE SUBMISSIONS WILL NOT BE ACCEPTED.

SUBMIT COMPLETED QUALIFICATIONS TO:
lockbids@ops.org

Omaha Public Schools
Subject: RFSQ K-12 Literacy Imperative Project

Important Submission Information and Deadlines:

Request for Qualifications Title and RFSQ Number	Q002-25 RFSQ K-12 Literacy Imperative Project
Date of Issuance of RFSQ	July 7, 2025
Deadline for Submission of Questions	July 16, 2025
Statement of Qualifications Submission Deadline	August 5, 2025

Question Submission Email Box	lockbidsqa@ops.org
Statement of Qualification Submission Email Box	lockbids@ops.org
Microsoft Teams Meeting Phone Number	402-509-3892
Microsoft Team Conference ID for Opening	693 741 00#
Address for In Person Opening	District Operational Services Purchasing Division Omaha Public Schools 3215 Cuming Street Omaha, NE 68131

REQUEST FOR STATEMENT OF QUALIFICATIONS
Q002-25
PK-12 Literacy Imperative Project

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1.0 REQUEST FOR STATEMENT OF QUALIFICATIONS AND PROJECT OVERVIEW LITERACY AND IMPROVEMENT ECOSYSTEMS

The Board of Education (“Board”) of Douglas County School District 0001 (Omaha Public Schools) (“District” or “OPS”) invites the submission of statements of qualifications from qualified and experienced public or private universities, or other experienced and qualified educational service providers (collectively referred to herein as the “Firms” or individually the “Firm”) to work closely and collaboratively with the District to help the District advance innovative, research-based literacy and improvement systems to improve student outcomes in literacy and math, all in alignment with the District’s “moonshot goal”: **All students will read on grade level by 2030**. The District is seeking Materials (as defined below) that are specified in the RFSQ Documents (as defined in Section 4.2 hereof) from qualified and experienced Firm(s) selected by the District. To initiate the selection process, the District is asking qualified and experienced Firms to submit to the District statements of their qualifications to furnish these Materials and services to the District. The Evaluation Committee will evaluate the Statements of Qualifications and all Materials submitted with the Statements, and will initially create a short-list of the Firms, based on the Statements of Qualifications, that the District wants to evaluate further. In that evaluation of the short-listed Firms, the Committee may request additional information from the Firms or their references, and may request that their representatives submit to an in-person or remote interview with the Committee. From the short-listed Firms, the Committee will make a recommendation to the Board of Education regarding which one or more of the short-listed Firms should be selected to negotiate an agreement with the District. The Board will make the final decision as to which Firm or Firms, if any, will be selected. Multiple Firms may be selected provide for some or all of requirements of the project. The selected firm or firms will then negotiate with the District for the terms of contracts to provide services to the District. Once the contracts are negotiated and agreed upon by the District and the selected Firm or Firms, the contract or contracts will be presented to the Board of Education for final approval. All costs of the Firm’s participating in this selection process will be the responsibility of the individual Firm incurring that cost, without any reimbursement from the District.

1.1 PRELIMINARY SCHEDULE*

July 7, 2025	Request for Qualifications issued
July 16, 2025	Deadline for submitting questions by 2:00 p.m. CT
Aug 5, 2025	Statements of qualifications due by 2:00 p.m. CT
August, 2025	Committee review of all submissions and selection of Firms for further review
September, 2025	Notification of short-listed Firms selected for further review
September, 2025	Committee review of short-listed Firms
October 6, 2025	Recommendation of selected Firms to the Board of Education for approval and negotiation of the Contract. Presentation of the Contract to the Board for approval.

*The forgoing schedule is preliminary and is subject to change as may be decided by the District.

2.0 PROJECT REQUIREMENTS

Each District/Firm partnership with will actively support the District’s moonshot goal of ensuring all students read on grade level by 2030, by utilizing each contracted firm’s expertise in research, lab schools, professional learning, and research based educational practices. This partnership should be rooted in mutual learning, shared accountability, and a commitment to measurable impact on student achievement and educational excellence.

2.1 GENERAL REQUIREMENTS

This Section of the RFSQ sets forth the general requirements that will be expected of all the Firms that contract with the District to furnish Materials and services to the District.

2.1.1 RESEARCH & DATA DRIVEN DECISION MAKING

- Collaborative research initiatives focused on improving student outcomes.
- Data-sharing agreements that allow for actionable insights while maintaining compliance with privacy laws.
- Longitudinal studies on the impact of educational interventions.
- Programmatic evaluation supports utilizing existing practices or programs.

2.1.2 LAB SCHOOL & PILOT PROGRAMS

- Collaborative research initiatives focused on improving student outcomes.
- Data-sharing agreements that allow for actionable insights while maintaining compliance with privacy laws.
- Provision of unique opportunities for teacher growth, retention, and continuous improvement.
- Longitudinal studies on the impact of educational interventions.
- Programmatic evaluation supports utilizing existing practices or programs.

2.1.3 PROFESSIONAL LEARNING & LEADERSHIP DEVELOPMENT

- University-led teacher and leader development programs aligned with District priorities.
- Professional learning communities (PLCs) connecting university faculty with District educators.
- Coaching, mentorship, and residency programs for aspiring teachers and administrators.

2.1.4 EDUCATIONAL PRACTICE

- Co-designing and implementing new educational practices (e.g., focused on high quality instructional materials and standards based instruction).
- Research and implementation of evidence-based literacy strategies and the science of reading to support the moonshot goal.
- Integration of artificial intelligence, adaptive learning technologies, and evidence based classroom practices.

2.1.5 SUPPORT FOR STRUCTURES & SYSTEMS

- Guidance in refining District structures and practices to support equity, access, and innovation.
- Research-based recommendations to inform decisions about literacy outcomes, graduation requirements, instructional time, attendance, student behavior, and other systemic areas.
- Evaluation of existing programs to determine their effectiveness and sustainability.

2.1.6 COMMUNITY ENGAGEMENT & WORKFORCE READINESS

- Collaboration between the District and local businesses and industries to create and support career pathways for students.
- Parent and community engagement initiatives based on the Firm's expertise.
- Dual-enrollment programs and early college models to expand student opportunities.

2.1.7 SUSTAINABILITY & CAPACITY BUILDING

- Joint grant-writing efforts to secure funding for sustained initiatives.
- Development of District leadership's capacity to continue implementation beyond the partnership.
- Scalable models for successful initiatives to be expanded across District schools.

3.0 STATEMENT OF QUALIFICATION REQUIREMENTS

3.1 GENERAL

The Firm's statement of qualifications shall contain, at a minimum, the following information under the following Sections, which must be organized in the order given below. Firms may use a format of their choosing within the Sections. Any statement not containing the required information may be rejected by the District.

3.2 FIRM PROFILE

- 3.2.1 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.
- 3.2.2 Size of the Firm and the geographic scope of its operations (i.e., local, regional, national).
- 3.2.3 A concise overview of the Firm's qualifications, experience, and alignment with the District's goals.
- 3.2.4 Identify the person signing the statement of qualifications 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 statement of qualifications. Provide an address, telephone number, facsimile number and e-mail address (if applicable) for the person signing the statement of qualifications and for anyone who executed a power of attorney authorizing the statement of qualifications.
- 3.2.5 A brief statement of interest in collaborating with the District and the unique value the institution brings to this collaboration.

3.3 ORGANIZATIONAL CAPACITY & EXPERIENCE

Please provide a detailed overview that will provide a clear understanding of your experience and success in providing similar services to a public school district. A complete overview of your experience and success will contain the following.

- 3.3.1 Description of the university's experience working with public school districts on research, innovation, and professional learning.
- 3.3.2 Evidence of successful implementation of similar collaborations, including outcomes and lessons learned.
- 3.3.3 Bios or resumes of key faculty and staff who would be involved in the partnership.

3.4 PROPOSED COLLABORATION

Please state affirmatively and provide details in your statement that your Firm can provide the following support through your Firm's proposed collaboration.

- 3.4.1 Research and data-driven practices
- 3.4.2 Lab schools and/or pilot programs
- 3.4.3 Professional learning for teachers and leaders
- 3.4.4 Implementation of educational practices
- 3.4.5 Structural improvements to support District goals
- 3.4.6 Specific strategies for supporting the District's moonshot goal: **All students reading on grade level by 2030.**

3.5 COLLABORATIVE STRUCTURES & GOVERNANCE

Please state affirmatively and provide details in your statement that your Firm can provide the following support through your Firm's proposed partnership.

- 3.5.1 Proposed structures for managing the partnership, including communication protocols, leadership roles, and joint decision-making processes.
- 3.5.2 Plans for ensuring ongoing collaboration, transparency, and accountability
- 3.5.3 Proposed prioritization for strategic direction and resource allocation

3.6 TIMELINE & MILESTONE

Provide the names of at least three different K-12 public school districts that have successfully partnered with your University in the past five (5) years who can be contacted as references by the District. Please include the date of the collaboration, the name of the primary contact, the name of the school district, and the address, telephone number and e-mail address of each reference. A reference page is attached as an Exhibit.

3.7 IMPACT MEASUREMENT & EVALUATION

Please provide proposed methods for measuring the effectiveness of your program goals including impact on student outcomes, educator practice, and system level change. Plans for communication, evaluation, and reaction to data should also be included.

Please provide a cost projection for the Materials required and state as to each cost projection the components that are included in that cost projection. A cost structure should also be included for any additional materials, professional development or any item required to support the project. If the exact quantities of Materials to be acquired is not specified in the RFSQ Documents, prices may be provided on a per student or per user basis, as appropriate.

3.9 REFERENCES

Provide the names of at least three different school districts that have acquired the Services included in a submission in the past five (5) years who can be contacted as references by the District. Please include the date the Services were acquired by the referenced school district, the name of the primary contact, the name of the school district, and the address, telephone number and e-mail address of each reference. The reference form is attached as Exhibit A and should be used to submit references.

3.10 ADDITIONAL INFORMATION

Furnish any additional information regarding the Firm or its Materials that the Firm believes would be helpful in evaluation of the statement of qualifications, including willingness to negotiate a de minimus indirect cost rate. Do not include advertising brochures or other promotional material in the statement of qualifications.

3.11 STATEMENT OF UNDERSTANDING

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

3.12 SIGNATURE

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

4.0 QUALIFICATION SUBMISSION INFORMATION AND GUIDELINES

4.1 GENERAL

As used in this RFSQ, the term "RFSQ Documents" includes the Request for Qualification and Project Overview in Section 1.0, the Project Requirements in Sections 2.0, the Qualification Requirements in Sections 3.0, the Qualification Submission Requirements and Guidelines I in Section 4.0, the General Terms and Conditions in Section 5.0, the Qualification Form, the Signature Page and References (Exhibit A). The RFSQ Documents are incomplete without all of these documents.

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

4.2 QUALIFICATION PREPARATION

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

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

4.3 QUALIFICATION SUBMISSION

To be considered, one (1) copy of the statement of qualifications prepared in compliance with the requirements of the RFSQ Documents must be submitted to the District by 2:00 p.m. CT on the submission deadline listed on the cover page. Submissions must be submitted electronically to the following locked email address listed as the submission box on the cover page. All electronically submissions must comply with the following requirements:

- 4.3.1 The submission must be signed by an authorized representative of the Firm using the Signature Page provided in the RFSQ Documents and must be submitted in a pdf format.
- 4.3.2 The submission must be attached to and submitted with a transmittal email that contains the RFSQ Title and Number in the subject line of the email message.

- 4.3.3 The submission must contain all of the completed attachments, as required by this RFSQ.

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

4.4 QUALIFICATION QUESTIONS

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

The communications requirements have been established by the District to ensure a fair and equitable process for all potential respondents. The email address listed on the RFSQ cover sheet for questions is the only authorized location and representative of the District who can respond to questions regarding this RFSQ. 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 RFSQ prior to the deadline for submission of statements of qualifications may result in the disqualification of the Firm as a potential supplier.

4.5 WITHDRAWAL OF STATEMENTS OF QUALIFICATIONS

Prior to the opening of qualifications, any Firm submitting a statement of qualifications may withdraw its submission by email notification that is received by the District Operational Services Office, prior to the time specified for close of submissions. Withdrawals must be sent by email to the Qualification Submission Email Box listed on the cover page. A hard copy, facsimile, telephone or oral withdrawal request will not be honored. An e-mail addendum or modification in lieu of a withdrawal is not acceptable and will be rejected. Properly withdrawn submissions may be re-submitted up to the time for the close of submissions, in the same manner as required for submitting initial statements of qualification. After opening of submissions, the statements of qualifications 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.

4.6 OPENING OF STATEMENTS OF QUALIFICATIONS

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

4.7 QUALIFICATION TABULATION

Notes may be taken at the public reading of the qualification at the specified time and date of the opening, or a personal inspection may be made of the submissions after award has been made and documents are placed in central files. In lieu of a visit, a tabulation of an awarded statement of qualifications may be obtained by a written request including the RFSQ 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 tabulation requested. The request may be included with a statement of qualifications or mailed to the Purchasing Division of the District.

4.8 REVIEW OF STATEMENTS OF QUALIFICATIONS AND DETERMINATION OF SHORT-LISTED FIRMS

All statements of qualifications received will be reviewed by an Evaluation Committee consisting of District staff and appointed individuals who will make recommendations to the Board of Education of the District as to which Firm or Firms submitting statement of qualifications should be selected to the short-list of Firms for further evaluation. Based on the Evaluation Committee's initial review and evaluation of all compliant and properly submitted Statements of Qualifications, the Committee will prepare the short list of Firms. The Firms to be selected to negotiate contracts with the District will be selected from the short-listed firms.

4.9 EVALUATION OF SHORT-LISTED FIRMS AND SELECTION CRITERIA

The Evaluation Committee will review and assessing the qualifications and abilities of each Short-listed Firm, 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 statements of qualifications. The Committee's recommendations to the Board of Education will be based upon the Evaluation Committee's determination of which Firm or Firms platform will best deliver the materials and services required, assure proper and timely completion of the work and provide the best value to the District. The evaluation criteria to be considered includes, but is not limited to, the following:

- 4.9.1 Compliance with RFSQ requirements and the comprehensiveness and responsiveness of the statement of qualifications.
- 4.9.2 Financial resources to provide Products, materials, and/or related services.
- 4.9.3 Ability of the Firm and all its Products and/or Services to perform the required functionality.
- 4.9.4 Character, integrity, reputation, judgment, experience and efficiency of the Firm and the Firm's personnel, if any, that would be assigned to a supporting role in the project.
- 4.9.5 Quality of the performance of the Firm's previous projects for the District and for other school districts.
- 4.9.6 Ability of the Firm to provide the products, materials, and/or services and meet deliveries within the time required by this RFSQ.
- 4.9.7 Information from References.
- 4.9.8 The results of reviews, demonstrations, and interviews if conducted.

In selecting the Firms from the short-list for contract negotiations, the Evaluation Committee may invite Firms to in person or remote interviews, detailed review of submitted materials and virtual demonstrations to clarify submissions and demonstrate qualifications as a part of the evaluation process. Material samples or additional product information may also be requested while short-listed Firms are being evaluated. Any costs incurred by a Firm associated with interviewing or demonstrating their materials will be the responsibility of the Firm incurring such costs to pay and will not be reimbursed by the District.

4.10 FINANCIAL RESPONSIBILITY

The District reserves the right, during the evaluation process, to request a current financial statement as evidence of the Contractor's financial stability. This information must contain a

statement on whether the financial statement is internally prepared or has been prepared by an outside accounting Firm and whether it is audited. An internally prepared financial statement must be certified as accurate in all material respects by an officer or authorized employee of the Contractor.

4.11 FINAL QUALIFICATION EVALUATION

Following the completion of the Committee's review of the short-listed Firms, the Evaluation Committee will evaluate the results of the qualifications review, together with other information the Committee has obtained from references and from interviews and demonstrations of Materials, if conducted. Based on the evaluation criteria set forth in Section 4.8 above and such other additional criteria and any other information as the District believes in its discretion to be relevant to the evaluation, the Evaluation Committee will determine the Firm or Firms that it will recommend to the Board of Education to furnish the Materials referred to in the RFSQ Documents that should be purchased for District use. The District may select one or more than one Firm for contract negotiations. The District reserves the right to reject any or all submissions or any part thereof and to waive any or all technicalities and irregularities and select Firms for negotiation of contracts based on its determination of the best interests of the District. Upon Board approval of the Committee's recommendations, the District will endeavor to negotiate a contract with the selected Firm or Firms, which negotiation will include the cost of the Materials and services to the District. If the District and any of the selected Firm or Firms cannot successfully negotiate a contract, the selection of that Firm or Firms will be withdrawn, and the District shall undertake negotiations for a contract with another Firm of the District's choosing or may elect not to contract with any of the Firms selected. The contract or contracts, when negotiated, will be presented to the Board of Education for approval. The District's Board of Education must approve all contracts of \$50,000.00 or more.

4.12 COST INCURRED IN RESPONDING

This RFSQ does not commit the District to pay any costs incurred by a Contractor in the preparation and submission of statements of qualifications, in making necessary studies for the preparation thereof, in procuring or contracting for services in connection with the statement of qualifications, in attending any pre-qualification meeting, attending any post-submission interview, or attending and performing any post-submission demonstration.

5.0 GENERAL TERMS AND CONDITIONS

5.1 GENERAL

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

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

5.2 CIVIL RIGHTS

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

5.3 CONTRACTOR'S REPRESENTATION

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

5.4 COLLUSIVE ACTIONS

The Contractor's signature on the statement of qualifications is the Contractor's guarantee that the Contractor's statement of qualifications and the contents thereof have been arrived at without collusion with other eligible participating Firms and without any effort to preclude the District from obtaining the services specified in the RFSQ Documents.

5.5 WORKER VERIFICATION

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

of the contract and for 5 years thereafter documenting compliance with the provisions of this Section. Failure to comply with the provisions of this Section shall constitute a default under the contract with the District.

5.6 INSURANCE REQUIREMENTS

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

Employer's Liability

\$500,000 per accident

\$500,000 disease, policy limit

\$500,000 disease, each employee

Commercial General Liability

Bodily injury and property damage liability:

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

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

Automobile Liability Insurance

Bodily injury and property damage liability:

\$1,000,000 combined single limit

Cyber Liability Insurance

\$1,000,000.00 per occurrence

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

Excess Liability

\$2,000,000 limit of liability

Professional/E&O Liability

\$1,000,000 limit of liability

The foregoing insurance can be provided by any combination of base and excess liability coverages and shall be primary and non-contributory as to the District's insurance policies. 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 and workers compensation. The policies shall be endorsed to provide for waiver of subrogation as to the District. The policies shall also be endorsed to provide that the District shall receive at least 30 days' prior notice of any non-renewal, cancellation, material modification, or any reduction in coverages or coverage amounts. The Contractor will provide certificates to the District evidencing such coverages.

5.7 PUBLIC BENEFIT

For purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, if the Contractor is a sole proprietorship or a general partnership, the Contractor represents to the District that the sole proprietor or each general partner, as applicable, are citizens of the United States or that are qualified aliens under the federal Immigration and Nationality Act. Any qualified alien must provide

to the District that person's immigration status, alien number and a copy of their USCIS documentation upon request by the District.

5.8 FEDERAL TAXES

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

5.9 STATE AND CITY TAXES

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

5.10 TARIFFS, DUTIES, ROYALTIES, AND LICENSE FEES

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

5.11 PERFORMANCE OF CONTRACT

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

5.12 ASSIGNMENT AND BINDING EFFECT

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

5.13 PUBLIC RECORDS

As a Nebraska political subdivision, OPS is subject to the requirements of the Nebraska public records laws (Neb. Rev. Stat. §§ 84-712 to 84-712.09), which allows members of the public to have access to any information or records, regardless of physical form, of or belonging to a Nebraska political subdivision, such as OPS. As defined by Nebraska law, examples of public records subject to disclosure during an RFSQ procedure will include the RFSQ Documents, the Contractor's bid and any other document submitted by a Contractor to OPS, a Contractor's questions and OPS responses, any agreement between OPS and the successful Contractor, any purchase order issued to the successful Contractor by OPS, or any other public record in the possession of OPS regarding this RFSQ and contracting process, whether created before or after the RFSQ Documents were issued by OPS and whether created by OPS, a participating Contractor or any

other third party. These public records will be open to public inspection and copying unless exempted from disclosure in accordance with the OPS's interpretation and application of applicable law. Documents exempt from disclosure under the Nebraska public records laws are enumerated at Neb. Rev. Stat. §712.05. It shall be the sole responsibility of Contractors (a) to notify OPS, as soon as possible, of any requested redactions to any such information or records provided by the Contractor to OPS that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, the Contractor agrees to defend OPS in any legal challenge to such requested redactions at Contractor's own expense. The failure of a Contractor to request redactions to any information or records released by OPS shall constitute a complete waiver of any and all claims for damages caused by any such release. Any attempt by a Contractor to request a redaction or otherwise claim confidentiality as to any public record in the possession of OPS will be ineffective and not, by itself, binding upon OPS unless OPS has independently determined that the Contractor's request that a document, or portion thereof, is entitled to be withheld from public inspection and copying or if OPS is ordered by a court of appropriate jurisdiction to allow public inspection and copying of the document.

5.14 LICENSES AND PERMITS

Contractor has the necessary rights, licenses, permissions and approvals required to provide the specified Materials and services.

5.15 DEFAULT AND REMEDIES

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

- Suspension – The District may suspend its payments under the Contract without terminating the Contract and withhold any further payment pending corrective action by the Contractor.
- Termination – The District may terminate the Contract at any time by notice to Contractor, which termination shall take effect on the date specified in such notice. Upon such termination, District may obtain the Materials and corresponding services from a different Contractor. In the event of such termination, the Contractor shall not be entitled to any further payments under the Contract. If the remaining amount that is unpaid under the Contract with Contractor is insufficient to pay for the cost of completing performance of the contract obligations by a substitute Firm, the Contractor shall pay to the District, in addition to all other damages suffered by District due to such default, the difference in the cost of providing the Materials and performing such services by the substitute Firm to the District and the remaining unpaid funds held by the District under this Contract.

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

5.16 TERMINATION WITHOUT CAUSE

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

5.17 INDEMNIFICATION

The Contractor, 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 negligent act or omission, or intentional misconduct of Contractor or Contractor's agents, employees or contractors; (ii) any default, breach, violation or non-performance of the Contract between the Contractor and the District; (iii) any injury to persons or property or loss of life caused by negligent or intentional act or omission of Contractor or by Contractor's agents, employees or contractors other than any such claims that are caused solely by the negligent or intentional act or omission of District, or its employees, agents, or contractors; or (iv) any violation or infringement of any copyright, patent, trademark or tradename or other intellectual property right by the Materials, the use thereof or the services provided. This indemnification shall survive the expiration or termination of the Contract.

5.18 COMPLIANCE WITH LAWS

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

5.19 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 this Contract.

5.20 RECORDS

The Contractor 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 Contractor.

5.21 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 Contractor, without regard to its conflicts of laws principles. Any action concerning any provision of the Contract or its formation must be brought in the state or federal courts located in Douglas County, Nebraska. By submitting a statement of qualifications in response to this RFSQ and/or entering into any agreement with the District, the Contractor agrees that it submits to the personal jurisdiction of the state and federal courts located in Douglas County, Nebraska.

5.22 NO WAIVER

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

5.23 ENTIRE CONTRACT

This Contract, together with the RFSQ Documents incorporated therein, the agreed upon portions of the selected Firm's statement of qualifications and any acceptable attachments and any exhibits or schedules thereto, constitutes the entire Contract between the parties as to the subject matter hereof, and replaces any prior written and oral statements and understandings.

5.24 INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor shall indemnify and hold District and all end users and their respective successors, Board members, officers, employees, and agents harmless from and against any and all actions, claims, losses, damages, liabilities, awards, costs, and expenses (including legal fees) resulting from or arising out of any litigation, any breach or claimed breach of the intellectual property representations and warranties made by the Contractor, or which is based on a claim of infringement or misappropriation of the Software or any associated service provided by the Contractor, and the Contractor shall defend and settle, at its expense, all suits or proceedings arising therefrom. District shall inform the Contractor 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 Contractor shall notify District of any actions, claims, or suits against the Contractor based on an alleged infringement or misappropriation of any third party's intellectual property rights in and to the Software or any associated service provided by the Contractor. In the event an injunction is sought or obtained against use of the Software and/or a service, or in the Contractor's opinion is likely to be sought or obtained, the Contractor shall promptly, at its option and expense, either (a) procure for District its end users the right to continue to use the infringing portion(s) of the Software and/or a service, or (b) replace or modify the infringing portions of the Software and/or a service to make its use non-infringing while being capable of performing the same function without degradation of performance.

5.25 SECURITY WARRANTY

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

STATEMENT OF QUALIFICATIONS

RFSQ Q002-25 K-12 Literacy Imperative

Statement of qualifications 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: lockbox@ops.org

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

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

[INSERT QUALIFICATIONS CONTENT HERE]

SIGNATURE PAGE
Q002-25

The undersigned certifies that the Firm submitting the qualification understands: 1) the requirements for the statement of qualifications; 2) an selection of the Firm by the District, if made, will be based on compliance with the RFSQ Document requirements and the District's determination of which qualification will best serve the interests of the District; and 3) that the selection will not be solely based on pricing. The undersigned further certifies that the Firm is capable of performing the specified services and furnishing the Materials meeting the needs and requirements of the District, that it understands the scope of the work required by the RFSQ documents and that other factors specified in the bid documents, in addition to the cost of services, will be considered in determining the successful submission, if any. The undersigned further acknowledges that once the statement of qualifications is opened, it shall remain open and the Firm subject to selection 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 submissions and any part thereof and to waive any or all technicalities and irregularities.

The undersigned certifies that the information in the foregoing statement of qualifications is submitted in accordance with the PK-12 Literacy Imperative Project Q002-25, and is true and correct to the best of the undersigned's knowledge and belief.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

Statement of qualifications must be signed to be valid.

PRINTED NAME: _____

TITLE: _____

DATE: _____

Statement of qualifications, with all required attachments, shall be emailed to the designated lockbox clearly labeled with:

Q002-25 - PK-12 Literacy Imperative Project

Delivered to: lockbids@ops.org by 2:00 PM (CT), Tuesday August 5, 2025.

Acknowledge receipt of the following Addenda:

No. _____ Date _____

No. _____ Date _____

No. _____ Date _____

Exhibit A

References

1. Name of District: _____
Contact Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ E-mail: _____
Size of school district _____/students Date materials adopted: _____

2. Name of District: _____
Contact Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ E-mail: _____
Size of school district _____/students Date materials adopted: _____

3. Name of District: _____
Contact Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ E-mail: _____
Size of school district _____/students Date materials adopted: _____