



**REQUEST FOR PROPOSAL (RFP)**

**RFP TITLE:** Credit Recovery/Acceleration Online Courseware for Middle & High School Students

**RFP NUMBER:** 19-001

**SCOPE OF WORK/SERVICES:** Washoe County School District (WCSD) is seeking an online credit recovery/acceleration courseware program for middle and high school students throughout WCSD

**RFP DUE / OPENING DATE & TIME:** November 15, 2018 at 2:00 pm (local time)

**QUESTIONS:** All questions must be submitted by email to [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net) and submitted no later than 4:30 pm (local time) on November 5, 2018.

**AGENCY LOCATION:** Washoe County School District  
Purchasing Department, Room 0  
14101 Old Virginia Road  
Reno, NV 89521-8912

**SURETY REQUIREMENT:** **NONE REQUIRED**

**RFP FACILITATOR:** Vikki Plants, Buyer II

**ADVERTISEMENT DATE:** October 18, 2018

**NUMBER OF PAGES IN THIS RFP:** 26

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**GENERAL TERMS AND CONDITIONS**

1.0 SUBMISSION OF RFP

1.1 In response to this RFP, Proposers shall submit clearly labeled and indexed portfolios/binders with appropriate section and sub-section numbers as referred to herein. Please provide the following:

1.1.1 One (1) original proposal marked "MASTER"; and

1.1.2 Eleven (11) identical bound COPIES; and

1.1.3 One (1) identical electronic response in Microsoft Word, Microsoft Excel, or Adobe PDF, on CD or flash drive; and

1.1.4 Provide Eleven (11) copies of cost/pricing/fee information. ALL copies of cost/pricing/fee information and/or schedules (per Section 48.0) must be submitted in one (1) separate, sealed envelope and marked as "COST/FEE PROPOSAL".

1.1.5 FINANCIAL STABILITY

- Submit (A) Balance Sheets, (B) Income Statements and (C) Statement of Cash Flow (if available) for the last three (3) consecutive years of operation.
- If the requested documents (A and B, at minimum) are not provided with Proposal, then WCSD reserves the right to reject proposal as "non-responsive."
- The financial documents should be provided in one (1) separate, sealed envelope, marked "FINANCIAL STABILITY," so that it can be easily forwarded to WCSD's Office of Business and Financial Services for review (Section 49.0(a)).
- **PLEASE DO NOT INCLUDE THESE STATEMENTS IN THE PROPOSAL BINDERS.**

1.2 Neither the WCSD nor any official or employee thereof shall be responsible for the pre/post-opening of, or failure to open an RFP not properly addressed, identified or mislabeled.

1.3 Proposals submitted by telephone, telegraphic notice, email or facsimile will NOT be accepted.

1.4 RFP and any signed/acknowledged Addenda shall be submitted in a sealed envelope or box and labeled using the following format:

Agency/Firm Name: \_\_\_\_\_  
RFP TITLE: Credit Recovery/Acceleration Online Courseware for Middle & High School Students  
RFP #: 19-001  
DUE/OPENING DATE & TIME: November 15, 2018 at 2:00 pm (local time)

Mail or Deliver RFP To: Washoe County School District  
Purchasing Department, Room 0  
14101 Old Virginia Road  
Reno, NV 89521-8912

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- 1.5 In order for an RFP to be considered, it is mandatory that the RFP documents be received and time-stamped in the WCSD Purchasing Department, Room 0, prior to 2:00 pm (local time) on the due date outlined in the RFP document.
- 1.6 Information should be prepared to provide a straightforward, concise delineation of capacities to satisfy requirements of the RFP and submitted using required forms identified in this RFP document. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should be placed on conformance to RFP instructions, responsiveness to RFP requirements, completeness and clarity of content.
- 1.7 Any irregularities or lack of clarity in the RFP should be brought to the attention of WCSD's Purchasing Department for correction or clarification.
- 1.8 When a **surety** is required, such surety shall be acceptable only in the form of a Bid Bond, Certified Check or Cashier's Check in the amount stated. The surety must accompany the submission. After award of solicitation by the authorized WCSD representative(s) is obtained, the bid surety of the unawarded Proposers shall be returned.
- 1.9 Addenda issued may become an integral part of this RFP. All addenda are posted on the WCSD Purchasing website at: <http://www.washoeschools.net/Page/778>
  - 1.9.1 Proposer should acknowledge receipt of Addenda by signing and returning any copies with the Proposer's RFP submission. It is the Proposer's responsibility to insure receipt of any addenda. Failure to submit a signed Addendum may result in rejection of an RFP.
  - 1.9.2 To insure that Proposer receives any Addenda issued on a bid downloaded from the WCSD website, Proposer must notify WCSD Purchasing Department via email at [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net) with name, address, phone, and fax numbers. Once this is done, Purchasing will automatically send any addenda documents required by this proposal.
  - 1.9.3 If Proposer is a member of DemandStar and has downloaded a solicitation document from DemandStar at [www.demandstar.com](http://www.demandstar.com), Proposer will electronically receive from DemandStar any addenda issued. (*Demandstar requires paid membership*)
- 1.10 An authorized representative of Proposer's firm must sign this RFP document (Section 58.0. An unsigned proposal may be disqualified/rejected.
- 1.11 Any prices quoted shall be F.O.B. destination and exclusive of federal, state and local taxes. No shipping charges will be allowed.
- 1.12 All costs incurred in the preparation and submission of responses to the RFP shall be the responsibility of the Proposer.
- 1.13 Proposer assumes any and all risks involved with method of dispatch chosen. WCSD assumes no responsibility for Proposer's failure to deliver RFP in accordance with the specified receiving point and time stated herein.
- 1.14 All proposals and accompanying documentation become the property of WCSD and will not be returned.
- 1.15 Exceptions to any of the terms, conditions and/or specifications of this proposal must be noted in Section 57.0. Failure to note said exceptions shall be interpreted to convey that

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Proposer shall propose to perform in the manner described and/or specified. WCSD reserves the right to accept or reject any exceptions based on the best interest of the WCSD.

1.16 The RFP FACILITATOR for this solicitation is identified on Page 1 of this document. Proposers may NOT contact anyone else regarding this RFP. Proposers contacting any other individual including, but not limited to, RFP Evaluation Committee Members, WCSD Staff, Officials, or Board of Trustees may be disqualified.

## 2.0 LATE PROPOSALS

**Late proposals will NOT be accepted.** A proposal may be received any time prior to the due date and time. A proposal arriving after 2:00 pm (local time) on the due date will be returned to its sender unopened.

## 3.0 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by written notification delivered by mail, fax or e-mail provided such notice is received prior to the date and time set for the RFP opening. A request for withdrawal of a proposal received after the scheduled opening will not be considered.

## 4.0 PROPRIETARY INFORMATION

4.1 WCSD is a public entity as defined by state law and, as such, it is subject to the Nevada Public Records Law under Nevada Revised Statutes (NRS), Chapter 239. Under said law, all WCSD records are public (unless otherwise declared by law to be confidential), subject to inspection and may be copied by any person.

4.2 Proposers are advised that after the Purchasing Department has issued a Recommendation of Award (ROA), the complete content of all proposals will become public record and nothing contained in the proposal will be deemed to be confidential. Proposers should not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. If a Proposer determines a portion (not all) of his/her proposal is "Confidential" according to NRS 332.061 and NRS 332.351, then that portion of the proposal should be marked as "Confidential". Proposals should contain sufficient information to be evaluated without reference to any proprietary information.

## 5.0 VERBAL PRESENTATION/ORAL INTERVIEWS

WCSD reserves the right to require any or all Proposers to give a presentation or demonstration illustrating their abilities relative to this effort and/or attend an interview session to gauge their suitability to provide services for this project. If so requested, Proposer(s) shall make their personnel available within ten (10) calendar days of request. No cost allowance shall be permitted for this requirement. WCSD also reserves the right to make its own Recommendation of Award from the written proposal(s) without presentations and/or formal interviews.

## 6.0 GOVERNING LAW

Should there be any contract/agreement acquired, the awarded Proposer agrees that it shall be governed by and construed in accordance with the laws of Nevada. No action involving this contract agreement may be brought except in the WCSD and federal courts located in Washoe County, Nevada, USA.

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7.0 DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

- 7.1 As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Proposer must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal department or agency.
- 7.2 Submission of a signed proposal along with signature to this document required under Section 58.0, is certification that Proposer's firm (or any Sub-Proposer) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that WCSD will be notified of any change in this status.
- 7.3 If WCSD was required by NRS 332.039.1 to advertise or request a proposal for this solicitation, then by way of a submitted signed Proposal, the Proposer provides a written certification that the Proposer is not currently engaged in, and during the term, shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017).
- 7.4 Loss of Agreement and/or Inability to Fulfill Requirements
- A. If Proposer has had an agreement terminated, or has a pending termination, or a settlement to avoid litigation or termination for default during the past five (5) years, all such incidents must be described.
  - B. Termination for default is defined as notice to stop performance due to Proposer's non-performance or poor performance, and the issue was either: (i) not litigated; or (ii) litigated and such litigation determined Proposer to be in default.
  - C. Proposer shall submit full details of all terminations for default, settlements, or pending terminations experienced in the past five (5) years including the other party's name, address, and telephone number. Proposer shall also present its position on the matter.
  - D. WCSD shall evaluate the facts and at its sole discretion may reject the Proposer's response if the facts discovered indicate that completion of an agreement resulting from this RFP may be jeopardized by selection of Proposer.
  - E. If Proposer has experienced no such settlement or terminations for default in the past five (5) years, and has no pending terminations, it must affirmatively declare this to be so.

8.0 FUNDING OUT CLAUSE

- 8.1 Should the funding authority of WCSD fail to appropriate funds to continue payment on a resultant agreement of this RFP, WCSD may cancel said agreement without termination charge or penalty. Written notification shall be made should this occur.
- 8.2 WCSD would only exercise the *Funding Out Clause* above, if WCSD failed to appropriate the necessary funds to pay for the services under this RFP. In that case, WCSD may contract with another party for the same services immediately following the termination of a resultant contract specific to this RFP. However, should WCSD appropriate the funds at a later time, WCSD could issue a new RFP for these services.

9.0 DEFAULT

In case of default by awarded Proposer, WCSD may deduct any unpaid balance due the awarded Proposer, procure the product(s) or service(s) from another source, hold the defaulting awarded Proposer responsible for any excess cost occasioned thereby, assess a penalty equal to five percent (5%) of the total contract price, commence with proceedings against any surety and/or performance bond held in conjunction with the contract, debar the awarded Proposer for a period of not less than one (1) year or more than five (5) years, or pursue other applicable legal remedies.

10.0 TERMINATION OF CONTRACT

This contract may be terminated in whole or in part by WCSD for its convenience, but only after the awarded Proposer is given: (A) Not less than thirty (30) calendar days' written notice of intent to terminate; and (B) an opportunity for consultation with the Director of Procurement and Contracts of WCSD prior to termination.

11.0 JOINDER OF LOCAL GOVERNMENTS

***NOTE: Preference will not be given to any Proposer working under any other existing contracts that allow joint use by public agencies.***

[NRS 332.195](#) – Joinder or mutual use of contracts by local government entities the following:

1. Except as otherwise provided in this section:
  - (a) A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.
  - (b) A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.
2. A governing body or its authorized representative or the State of Nevada shall not join or use a contract pursuant to this section if a contractor's license issued pursuant to Chapter 624 of NRS is required for any portion of the work to be performed under the contract.

12.0 AMERICANS WITH DISABILITIES

WCSD acknowledges its responsibilities under the American with Disabilities Amendments Act (ADAAA). WCSD expects all Proposers to be knowledgeable about and comply with the requirements of the ADAAA.

13.0 INSTALLATION

When applicable to the specifications of any solicitation, the awarded Proposer shall make good, to the satisfaction of the Capital Projects and Facilities Management Departments of the WCSD, any damage to the work of other trades caused by any installation. When applicable to this solicitation's specifications, a particular brand or make of item is specified, the awarded Proposer shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item.

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14.0 REQUIRED INSURANCE COVERAGE & VERIFICATION

**NOTE:** *WCSD reserves the right to amend/adjust any limits (both occurrence and aggregate) listed herein with respect to all insurance coverages based on the estimated project/construction budget (if applicable) should it be deemed in its best interest.*

14.1 The awarded Proposer shall, at the awarded Proposer's sole expense, procure, maintain and keep in force for the duration of the contract insurance conforming to the minimum limits as specified in this document. The awarded Proposer shall furnish WCSD with a Certificate of Insurance (COI) form with Additional Insured Endorsement(s) effecting coverage required (refer to Sections 14.5 and 15.3).

- The authorized Insurer of the awarded Proposer and/or subsequent insurance company(s) issuing the policy(s) shall have no recourse against the WCSD for payment of any premiums, costs or assessments under any form of policy.
- The awarded Proposer's authorized Insurer(s) shall have no right of recovery or subrogation against WCSD.

14.2 The required insurance shall be in effect prior to any services rendered and/or products procured from the awarded Proposer by WCSD and shall continue in force as appropriate until the completion of the contract term.

14.3 The Accord 25 Certificate of Insurance Form or a form substantially similar must be submitted by the awarded Proposer to WCSD to evidence the insurance policies and coverages required.

14.4 The COI must be signed by a person authorized to bind coverage on the behalf of the awarded Proposer. The COI must name WCSD as the Certificate Holder as follows:

Washoe County School District  
Attn: Purchasing Department  
425 E. Ninth Street  
Reno, Nevada 89512

14.5 The Additional Insured Endorsement certificate should be the CG 20 10 11 85 or equivalent. For the purpose of substantiating the requirement of the WCSD to be named as an "Additional Insured", the COI's "Description of Operations/Locations/Vehicles" section shall state the following:

*WCSD, its officers, employees and volunteers are to be named as an "Additional Insured" on the awarded Proposer's general liability. The coverages shall contain no special limitations on the scope of protection afforded to WCSD, its officers, employees, agents or volunteers.*

14.6 The COI shall state that any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Furthermore, each insurance policy shall not be suspended, voided, canceled or non-renewed by either the awarded Proposer or the authorized Insurer without a replacement COI being provided to WCSD during the life of the contract.

14.7 Upon renewal of the policies listed, awarded Proposer or authorized Insurer shall furnish the WCSD with replacement certificates.

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- 14.8 All COIs and relative endorsements are to be provided to WCSD by the awarded Proposer and must be reviewed and approved by WCSD's Purchasing Department prior to any services being rendered and/or products procured.
- 14.9 Although not a standard practice of WCSD, WCSD reserves the right to require of the awarded Proposer to make available to WCSD for review complete, "certified" copies of all required insurance policies at any time.
- 14.10 The awarded Proposer's insurance coverage shall be the primary insurance. Any insurance or self-insurance maintained by the WCSD, its officers, employees, agents or volunteers shall be in excess of the awarded Proposer's insurance and shall not contribute with it in any way.
- 14.11 Any failure of the awarded Proposer to comply with the reporting provisions of the policies shall not affect coverage provided to the WCSD, its officers, employees, agents, or volunteers.

#### 15.0 GENERAL LIABILITY INSURANCE

15.1 During the life of the contract, the awarded Proposer providing service to WCSD shall maintain Comprehensive General Liability Insurance with the following coverages through an insurance carrier(s) licensed to do business in the State of Nevada and having a current A.M. Best company rating of A-:VII or better (for information regarding *A.M. Best Company Ratings* please go to: [www.ambest.com](http://www.ambest.com)) and approved by WCSD prior to any services being rendered and/or products procured:

- Damages to Rented Premises
- Medical Expenses
- Personal & Advanced Injury
- Products – COMP/OP Aggregate

15.2 Limits shall not be less than one million dollars (\$1,000,000) per occurrence combined single limits with (at minimum) two million dollars (\$2,000,000) aggregate.

#### 16.0 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

16.1 During the life of the contract, the awarded Proposer shall maintain Comprehensive Automobile Liability Insurance to include all owned autos, non-owned autos, and hired autos coverage through an insurance carrier(s) licensed to do business in the State of Nevada and having current A.M. Best rating of A-: VII or better.

16.2 Limits shall not be less than one million dollars (\$1,000,000) per occurrence.

#### 17.0 WORKER'S COMPENSATION COVERAGE

17.1 Awarded Proposer shall have Worker's Compensation coverage as required by law, including Statutory Limits identified, for the duration of the contract to include Employer's Liability Coverage with minimum limits of one million dollars (\$1,000,000) for the duration of the contract term.

#### 18.0 PROFESSIONAL LIABILITY INSURANCE

18.1 During the life of the contract, the awarded Proposer shall maintain Professional Liability Insurance (Errors & Omissions) with minimum limits of at least one million dollars (\$1,000,000). The insurance required above may be proved under primary policies or by a



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combination of primary and excess policies. Professional Liability is not covered under additional Umbrella Liability coverage.

19.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

- 19.1 Any deductibles or self-insured retentions must be declared to and approved by the WCSD before any services are rendered and/or products procured.
- 19.2 WCSD reserves the right to request additional documentation, financial or otherwise, prior to giving approval of the deductibles and self-insured retentions before any services are rendered and/or products procured.
- 19.3 WCSD shall be notified of any changes to the deductibles or self-insured retentions made during the term of this contract or during the term of any policy.
- 19.4 It is understood that the awarded Proposer is responsible for and shall assume payment of all deductibles and/or self-insured retentions.

20.0 LICENSE AND CERTIFICATION

Proposer must be licensed or incorporated to do business in the State of Nevada. Proposer shall possess all applicable licenses and/or certifications to perform this type of service. If applicable, Proposer shall possess appropriate city and/or county business licenses.

21.0 VESTED INTEREST

- 21.1 Proposer chosen cannot receive any benefits (directly or indirectly) or be party to other agreements that may emanate from recommendations, contracting actions, and or activities related to this effort.
- 21.2 The only benefit the awarded Proposer may derive from this project is payment for the identified work and optional tasks contained herein, including identified deliverables in awarded Proposer's initial RFP response and subsequent written additions to the agreement authorized by WCSD.

22.0 WARRANTY

- 22.1 Proposer warrants that any services rendered under this contract shall be performed with the degree of skill, care, and judgment customarily accepted as sound quality practices and procedures.
- 22.2 Proposer further warrants that any services rendered under this contract shall fulfill the requirements and intent of the entire contractual agreement inclusive of Proposer's RFP response.
  - If service fails to meet the aforementioned criteria and/or is deemed to be inadequate in the judgment of WCSD, awarded Proposer shall re-perform the service or portion of the service that is unsatisfactory.
  - Awarded Proposer shall be liable for all costs and expenses incurred in the performance of corrective work and services, including travel, per diem, etc.

23.0 ASSIGNMENT

Any attempt by awarded Proposer to assign or otherwise transfer any interest in this RFP (contract) without the prior written consent of WCSD shall be "VOID."

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24.0 ATTORNEY'S FEES

The parties agree that in the event of a dispute, each party will bear its own costs of litigation and attorney's fees.

25.0 COMPLIANCE WITH LAW

Proposer shall comply with all applicable federal, state and local statutes, regulations, ordinances, or other legal requirements which apply.

26.0 CONFIDENTIAL TREATMENT OF INFORMATION

Proposer shall preserve any information obtained, assembled or prepared in connection with the performance of RFP (contract) in the utmost professional confidence.

27.0 COVENANT

Proposer covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this RFP (contract). Further, Proposer covenants to its knowledge and ability that in performance of said services no person having any such interest shall be employed.

28.0 DISPUTE RESOLUTION

28.1 Any controversy or claim arising out of or related to the RFP (contract) or the breach thereof shall be settled by arbitration unless WCS D, at its sole option, rejects arbitration by so notifying Proposer.

28.2 If WCS D rejects arbitration, Proposer shall have thirty (30) days from the date of receipt of rejection to send notice to commence litigation by the service of a summons and complaint upon the WCS D.

28.3 Failure to effect service upon the WCS D within said time period shall act as a bar to litigation of the claim, which was the subject of the request for arbitration.

28.4 If the matter is arbitrated, WCS D shall designate whether the rules of the American Arbitration Association or the rules of the Nevada Arbitration Association shall apply. Nevada courts may enter judgment on such awards.

28.5 The parties agree that any arbitrator may not award attorney's fees in any case.

28.6 Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this proposal, the awarded Proposer's response, and any agreement submitted by the awarded Proposer, the language in this proposal shall take precedence.

29.0 FORCE MAJEURE

29.1 Neither party shall be liable for failure or delay in performance under any agreement anticipated by this order in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations, and any other causes which are not within such party's reasonable control, whether or not the kind is specifically enumerated above. During any period of Proposer's

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inability to perform, WCSD may acquire from others said goods or services without incurring liability to Proposer.

29.2 WCSD will not terminate any contract with awarded/contracted firm that is unable to complete/perform services due to Force Majeure. WCSD maintains the ability and right to secure other firm(s) from qualified pool to provide said services, on a temporary basis, if deemed to be in the best interest of WCSD, until awarded/contracted firm is able to return to said services.

30.0 PATENT INDEMNITY

Awarded Proposer agrees to indemnify and hold WCSD harmless from any claim involving patent infringement or copyrights on goods supplied.

31.0 INDEMNITY

31.1 Proposer agrees to defend, indemnify and hold harmless WCSD, its officers, employees, agents, and volunteers from and against all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement if such injury, loss, or damage is due to the gross negligence or intentional misconduct of Proposer, any Sub-Proposer of Proposer, or any officer, employee, or agent of Proposer in the performance of services hereunder.

31.2 WCSD agrees to defend, indemnify and hold Proposer, its officers, and its employees harmless from and against any and all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement, if such injury, loss, or damage is due to the gross negligence or intentional misconduct of WCSD or any officer, employee, or agent of WCSD subject to the provisions of NRS, Chapter 41, including, but not limited to Section 41.035.

31.3 The obligation of this section shall not apply to damages for which WCSD is/shall become liable by final judgment to pay to a third party as the result of the negligence of WCSD. Nothing herein shall constitute a waiver by WCSD of any and all rights and privileges under any governmental immunity act or related statute.

32.0 INTELLECTUAL PROPERTY

Any drawings, written reports or other works made by Proposer shall be considered works for hire and become the property of WCSD. Any such works shall not be stamped with the Proposer's proprietary markings.

33.0 NO THIRD-PARTY RIGHTS

This RFP (contract) is made for the benefit of WCSD and Proposer, not for any outside party.

34.0 NON-ENDORSEMENT

34.1 As a result of the selection of an awarded Proposer to supply services and/or products under this RFP, WCSD is neither endorsing nor suggesting that the Proposer's service is the best or only solution.

34.2 The awarded Proposer agrees to make no reference to WCSD in any literature, promotional material, brochures, sales presentations, or the like, without prior express written consent of WCSD.

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35.0 RECORDS

- 35.1 Records shall be maintained as required by awarded Proposer in compliance with applicable municipal, federal or state laws, ordinances, codes, and as prescribed by WCSD.
- 35.2 Upon prior written notice, at a mutually agreed upon time and place, all records shall be made available to WCSD.
- 35.3 WCSD may audit, examine and/or take excerpts or transcripts from such records including, but not limited to, invoices, materials, payrolls, records of personnel, conditions of employment or any other data as may be pertinent to this RFP.

36.0 SEVERABILITY

If a competent court or arbitrator holds any of the terms, covenants, provisions and agreements contained herein invalid, illegal or unenforceable, this agreement shall be interpreted as if such invalid terms, covenants, provisions, or agreements were not contained herein and the remaining provisions shall be valid and enforceable.

37.0 EXPENSES

In the event that WCSD agrees to pay for any of Proposer's expenses directly related to services and/or products relevant to this RFP, the following parameters shall apply:

- No overhead and/or profit shall be permitted.
- Proposer shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by WCSD policies, regulations, and procedures for its own employees at the time the reimbursement request(s) are is/are made.

38.0 REJECTION OF PROPOSALS

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

- Proposal lacks signature by an authorized representative of Proposer.
- Evidence of collusion among Proposers exists.
- Proposer fails to meet any terms and conditions as specified in this RFP.
- Evidence submitted by Proposer leads WCSD to believe that Proposer will be unable to carry out the obligations of the agreement and complete the work described.
- WCSD investigation determines that Proposer is not qualified to meet the obligations of the agreement and complete work described.
- Cost of services exceeds budgetary constraints.

39.0 REFERENCES

WCSD may investigate information supplied by Proposer to determine its accuracy. Proposer supplying a reference or customer list gives WCSD permission to contact firms listed and understand that any information gathered may be used in evaluation of the proposal.

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40.0 PROPOSAL NEGOTIATIONS

- 40.1 WCSD may open negotiations with responsive Proposers after submission of proposals and prior to award.
- 40.2 At its sole discretion, WCSD reserves the right to award an agreement without negotiation based upon written proposals.
- 40.3 WCSD reserves the right to accept any proposal, which it deems most favorable to the WCSD, and to reject any or all proposals or any portion of any proposal submitted which is not in the WCSD's best interest.

41.0 CONTRACT AWARD GUIDELINES

- 41.1 WCSD reserves the right to waive any minor informalities or irregularities in proposals and/or agreements in its best interest.
- 41.2 WCSD reserves the right to award an agreement on the basis of individual scope of service elements, groups of elements or all elements to a single Proposer. Taking into consideration the specified evaluation criteria, WCSD will select the Proposer whose proposal is most advantageous to the WCSD.
- 41.3 Contractual commitments are contingent upon the availability of funds as evidenced by the issuance of a purchase order.
- 12.4 Any additional contract/agreement documents conjoined as part of this RFP for final award consideration are subject to approval by WCSD's legal counsel and may require approval of the Chief Financial Officer (CFO) or Board of Trustees prior to execution.
- 41.5 Once awarded, this RFP (contract) will be the final expression of contract/agreement between the parties and may not be altered, changed, or amended except by mutual written approval agreement.
- 41.6 Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this RFP document, the awarded Proposer's proposal, and any additional contract/agreement submitted by the awarded Proposer, the language in this RFP document shall take precedence.
- 41.7 WCSD reserves the right to hold proposals for a period of ninety (90) days from date of opening before awarding or rejecting said proposals.

42.0 LETTER OF INTENT / RECOMMENDATION FOR AWARD POSTING

- 42.1 It is the responsibility of the interested Proposer to obtain the Letter of Intent and Recommendation for Award (ROA). Both documents are also posted on the following websites:
  - <http://www.washoeschools.net/Page/778>
  - [www.DemandStar.com](http://www.DemandStar.com) (*DemandStar requires paid membership*)
- 42.2 Proposer may also obtain the Letter of Intent and Recommendation for Award by contacting WCSD's Purchasing Department via email at [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net) or by calling (775) 850-8025.

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43.0 APPEAL BY NON-AWARDED PROPOSER

- 43.1 Any non-awarded Proposer may appeal following the posting of the Letter of Intent.
- 43.2 Appellant must submit a written protest to the Director of Procurement and Contracts no later than six (6) calendar days after the date of the date of the Letter of Intent. The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of the law were violated.
- 43.3 Appellant shall submit a surety/bond (i.e., Protest Bond or Appeal Bond) with a good and solvent surety company authorized to do business in the State of Nevada or submit other security in a form approved by WCSD, which will hold the bond or other security until a determination is made on the appeal. Such bond must be submitted with the written protest to the Director of Procurement and Contracts.
- 43.4 The bond or other security shall be in the amount of twenty five percent (25%) of the total dollar value of Appellant's proposal, up to a maximum bond or other security amount of two hundred fifty thousand (\$250,000).
- 43.5 If Appellant is not satisfied with Director of Procurement and Contracts' response, Appellant may then appeal to an appeals committee designated by the WCSD. If Appellant is not satisfied with the appeals committee's response, Appellant may then appeal to the Board of Trustees, who will render the final decision.
- 43.6 Appellant will not seek any type of judicial intervention until WCSD has rendered its final decision on the protest.
- 43.7 WCSD is not liable for any costs, expenses, attorney's fees, and loss of income or other damages sustained by Appellant in proposal appeal process.
- 43.8 WCSD will stay any award action until after the Board of Trustees renders a final decision.
- 43.9 If an appeal is granted and a bond was required, the full amount of the posted bond will be returned to Appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by WCSD because of the unawarded appeal.

44.0 SURETY

**NOTE:** *There is no Surety required for RFP #19-001.*

- 44.1 If a **SURETY** is required (refer to Page 1), every RFP shall be accompanied by a surety company certified Bid Bond or Cashier's Check made payable to:

Washoe County School District  
425 East Ninth Street  
Reno, Nevada 89512

- 44.2 Depending on the requirements, the amount of surety shall not be less than ten percent (10%) of the total RFP submitted. Said amount to be forfeited to WCSD should the Proposer, to whom the contract is awarded, fail to enter into the contract in accordance with the RFP.
- 44.3 Surety of the awarded Proposer shall be retained by WCSD until replaced by a Performance Bond.

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45.0 PERFORMANCE BOND

***NOTE: Performance Bond is not required for RFP #19-001.***

- 45.1 If a Performance Bond is required, the awarded Proposer shall agree to furnish WCSD with a Performance Bond in the amount equal to one hundred percent (100%) of the total amount of the proposal award for the initial period.
- 45.2 The Performance Bond shall be made payable to WCSD, executed by one or more surety companies authorized to do business in the State of Nevada.
- 45.3 The Performance Bond shall be conditioned upon the awarded Proposer's full performance of the service, in accordance with the plans, specifications, terms and conditions of the award of proposal by the Board of Trustees.
- 45.4 In the event the contract is renewed, a new Performance Bond, if applicable, shall be requested for one hundred percent (100%) of the total amount of the RFP for the renewal period.

46.0 PENALTIES

In case of default by Proposer, WCSD may procure the products and/or services from other sources and may deduct from any unpaid balance due Proposer or collect against any issued bond, security, or surety for the amount of excess costs so paid.

\* \* \* \* \* **END OF GENERAL TERMS AND CONDITIONS** \* \* \* \* \*

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### **SPECIAL TERMS AND CONDITIONS**

#### 47.0 SCOPE OF WORK/SERVICES

WCSD is seeking an online credit recovery/acceleration courseware program for middle and high school students throughout WCSD.

This courseware program must provide a comprehensive standard and mastery-based curriculum that is up to date and appropriate for all learners in the following courses/curriculum aligned with the Nevada Academic Content Standards as prescribed by the Nevada Department of Education (NDE) including, but not limited to the Common Core State Standards (CCSS) for Mathematics and English Language Arts (ELA) and the Next Generation Science Standards (NGSS) for Science. All other content areas are Nevada specific standards and can be found here:

[http://www.doe.nv.gov/Standards\\_Instructional\\_Support/Nevada\\_Academic\\_Content\\_Standards/](http://www.doe.nv.gov/Standards_Instructional_Support/Nevada_Academic_Content_Standards/)

WCSD's current high school credit recovery/acceleration program is **A+** by Backbone Communications. District-wide usage of **A+** for summer, fall, and spring 2017/2018 for high school students was 9,150 and the number of courses taken was 17,164. WCSD's current middle school credit recovery/acceleration program is **GradPoint**. District-wide usage of **GradPoint** for fall and spring 2017/2018 middle school students was 669 and the number of courses taken was 809.

Successful Proposer shall train designated WCSD staff how to use of the courseware program on all available features this will allow for WCSD staff to administer and maintain user accounts without assistance. Cost/fees for training must be provided with the Proposer's submitted cost proposal.

#### 48.0 TECHNICAL REQUIREMENTS

- A. All software must be compatible with Windows 7 and newer and OS X 10.6 and newer and all software must support latest versions of Chrome, Firefox, Internet Explorer, and Edge. The uptime availability must be of 99.9% or better.
- B. This courseware program must be able to provide district-wide access (not site based) whereby a student can access coursework from a school, a laboratory, home, or other non-school site.
- C. The management system shall manage the content supplied to the student, must be easy to use and navigate, and must be device and platforms (i.e. PC or Mac) agnostic with a variety of computer specifications. WCSD should have ability to submit requests for alteration of the digital content (including additional supporting data, modification of current data, or removal of data deemed inappropriate by WCSD) via email or web-based forms embedded in the digital content.
- D. The entire credit recovery/acceleration program must be accredited in order to be considered and proof of such accreditation must be submitted in proposal package.
- E. Proposer must provide methods for WCSD to extend the services and content offered through the successful Proposer as the breadth of the WCSD applications, content and services grow.
- F. The successful Proposer must have the staff available after the implementation for software support and training on an as needed basis, and to provide technical support to WCSD staff.
- G. Solution should have a high level of interactivity and multi-modal learning opportunities. Program must provide diagnostic assessment testing.
- H. All personally identifiable information (PII) from education records must only meet the purpose or purposes of the awarded agreement. Under no circumstances will PII data be shared with entities outside of the WCSD unless the requesting agency is the original custodian of said data,



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there is an applicable exception, and/or consent to release data is provided by the parent or student.

- I. All PII data must be physically and virtually protected from breaches by way of physically securing the servers on which the data resides and utilizing technologies such as encryption and firewalls. Proposer must perform internal privacy audits and maintain compliance with all federal and state regulations regarding privacy, including, but not limited to The Health Insurance Portability and Accountability Act (HIPAA), The Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Rule ("COPPA"), and NRS 392.029.
- J. The successful Proposer must not use the shared data in any manner not permitted by appropriate governing federal and state regulations. Access to the information received by WCSD pursuant to this agreement shall be limited to those with a need to access it for the specific purposes detailed in the specific agreement.
- K. The successful Proposer must agree to fully and promptly report to WCSD of any infraction or violation of the confidentiality or security requirements set forth in this RFP and must agree to take appropriate disciplinary action against anyone found to have violated the terms of the Agreement or applicable federal or state law.
- L. Unless otherwise agreed in subsequent data sharing agreement, the Proposer shall destroy all PII data from education records he/she obtains through the awarded Agreement when the information is no longer needed for the purposes of the awarded Agreement. Unless otherwise agreed in writing, this destruction shall occur within one (1) calendar year from the date the student data is no longer needed for the purposes of this Agreement.
- M. The curriculum must align with Nevada Academic Content Standards as adopted by the Nevada Department of Education (NDE) and Nevada State Standards.
- N. The Courseware Program should provide links to access other websites and online services that must be considered educational by WCSD and is clearly aligned with the Nevada Academic Content Standards as adopted by NDE.
- O. The entire program must be approved by NDE or be able to be approved by NDE prior to execution of any contract in order to be considered. Each course offered must be approved by NDE and the State Board.
- P. The program must calculate attendance in accordance with NRS and Nevada Administrative Code (NAC) including the login date and time of each student, each day, and in each course must be accurately recorded. If a student does not login for a week in any course, the teacher, whether provided by WCSD or by the vendor, must be notified. In turn, the teacher must notify the student who must respond to the teacher. This two-way communication is required to be documented in order for WCSD to receive apportionment for the student. Solution must provide individualized progress monitoring based on work completed per day.
- Q. The proposed curriculum should feature modern pedagogical strategies (e.g. constructivist learning strategies such as inquiry, real world applications, collaborative projects, etc.). In addition, the curriculum must be updated frequently and must stay current with the constant changing content and standards. Such updates should not interfere with any of the students' ability to complete their assignments in a timely manner. No updates should ever change mid-course or mid-term the students' ability to complete and receive a grade for the course.
- R. The proposed courseware curriculum must offer a wide range of studies that will serve middle school students (leveled reading). All courses must meet both advanced and remedial student needs.

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- S. The courseware program should be mastery (competency) based whereby, students don't have to complete assignments where mastery has been established.
- T. Courseware program should provide Credit by Exam (CBE). In addition, provide options for advanced placement (AP), credit recovery, and supplemental credit.
- U. Courseware program should allow for the transfer of data to and from WCSD's student information system which is currently Infinite Campus. Learning Tools Interoperability (LTI) ready, single sign-on, and unified workspace. The courseware program must allow for transfer of student data between all WCSD sites.
- V. All online courses should be offered as semester courses. Any year-long courses offered, credit must be divided into two semesters.
- W. The successful Proposer shall maintain all student data as required to meet NDE reporting requirements. This includes, but is not limited to:
  - Demographic and enrollment information of the student;
  - Grade book, including all assessment and test results;
  - Monitoring of student progress, attendance/time spent online and progress status. Student progress shall be shared and accessible to parents, students and WCSD staff;
  - All necessary student data for grades, reporting of FTE, etc. to meet NDE reporting requirements;
  - Solution should allow for the transfer of data to and from WCSD's student information system which is currently Infinite Campus; and
  - Solution should have the capability to provide specialized reporting to parents, students, groups (classes), teachers, and WCSD staff.
- X. Monthly enrollment reports should be provided to WCSD and the availability to print all material (not just practice sheets).
- Y. American with Disabilities Amendments Act (ADAAA) compliant video repository for instruction and support, and Office of Civil Rights (OCR) compliant for students with disabilities.
- Z. Solution should allow for collaborative group interaction with live stream group learning. Also, the potential to interact with virtual augmented reality should be available.
- AA. Team approach with communication built in and a feedback loop allowing the teacher to provide personalized and immediate feedback to the student and notifications/alerts that will help teachers monitor and stay current with students' progress and requests for support.
- BB. Mentorship role allowing monitoring access to support learners along with orientation for successful online learning for parents, mentor, teacher, and student.
- CC. It would be desirable that Proposers be certified by Quality Matters [www.qualitymatters.org](http://www.qualitymatters.org). Proposers should provide proof of this certification with submitted proposal.

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- DD. WCSD may want to utilize teachers provided by the successful Proposer; however, WCSD is not required to do so. If WCSD chooses to use these teachers, they shall be highly qualified, and shall be proficient in interacting with students using synchronous and asynchronous methods online and over the telephone. WCSD may, at its sole option, choose to provide the teachers. The Proposer shall provide pricing that shows the courses price with a teacher and without a teacher.
- EE. The courseware program must provide flexible, varied, and ongoing professional development. In addition, this courseware program shall be available to WCSD as a summer school program with a flexible competency based program and personalized learning that is not substantially tied to any traditional calendar.
- FF. The warranty period shall be for a minimum period of ninety (90) days from the date of delivery or such extended time that is agreed upon between both parties in writing. Deliverables that are repaired, adjusted, modified, or replaced by Proposer pursuant to its obligations hereunder shall be warranted as set forth herein, except that the warranty period shall extend to the greater of ninety (90) days from date replacement is received; or (ii) to the expiration of the then current term, whichever is greater.
- GG. Awarded Proposer must facilitate/provide end-user training for performing all available features of the courseware program. All costs/fees must be included in the submitted cost proposal.

#### 48.0 SUBMITTAL REQUIREMENTS & FORMAT CHECKLIST

***NOTE: RFP should be organized in the following format for ease of evaluation.***

- Provide **ALL** cost/pricing/fee information and/or schedules per Section 1.1.4. Indicate all proposed costs associated with the program and define details of what the costs would include. ***Cost/pricing/fee information and/or schedules must be submitted in a separate, sealed envelope with the RFP proposal submission.***
- Provide **ALL** required financial stability documentation per Section 1.1.5 (FINANCIAL STABILITY). ***Financial stability documentation must be submitted in a separate, sealed envelope with the RFP proposal submission.***
- Firm's RFP proposal submission should include a complete Table of Contents.
- Provide **ALL** required SUBMITTAL FORMS (Sections 54.0 through 58.0) with the RFP proposal submission or the proposal may be rejected in its entirety. Should Proposer fail to sign under authority the RFP document (Section 58.0), then the proposal may be disqualified/rejected (refer to Section 1.10). Provide all forms in submission under a separate tab or tab(s).
- Include a statement of interest on Proposer's letterhead with firm's full name, legal status (sole proprietor, partnership, corporation or other), address, email address, telephone number and fax number. This letter should state whether the organization is national, regional or local and should state the location of the office from which work would be performed. For firms with multiple offices, briefly summarize for each office (identify *HOMEBASE*, if multi-office firm).
- Provide a brief history of the firm, including any supplemental information such as samples of work, etc., which may be of assistance to the evaluation committee in determining the qualifications of the firm and/or individuals responding to RFP.
- Explain in detail the duration and extent of work/services experience with other school districts including name, address and phone number of contact person for each operation.

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- Identify each principal of the firm and all key personnel. Include a one-page organizational chart.
- Identify individual, who will act as the primary professional assigned to the WCSD account, and describe this person's experience and qualifications. Should Proposer need to replace this person, WCSD approval will be required.
- Identify all other key staff to be assigned to the project and include resumes for all key staff. Should Proposer need to replace any key staff assigned to the project, WCSD's approval may be required.
- Describe the technical approach in detail taken including how the project will be organized. This portion of the proposal should be the most in-depth part of the proposal. Proposer must demonstrate grasp of the project requirements as well as the depth and breadth of the project. Proposer should demonstrate in detail how work being proposed aligns with the Scope of Work/Services in Section 47.0 and the Technical Requirements in Section 48.0 of this RFP.
- If applicable, submit names, addresses, phone numbers, and applicable licenses of all firms, which will provide services in conjunction with the performance of this RFP.
- Include a description of training and development programs available to WCSD staff for use and understanding of program/system.
- Provide an implementation plan for how the successful Proposer would implement the awarded solution district-wide beginning in school year 2019/2020.
- Submit any proposed contract/agreement required by the Proposer. WCSD may elect to execute Proposer's contract/agreement provided WCSD's standard terms and conditions in this Proposal are incorporated into the final agreement. Unless otherwise identified as such, WCSD's contract language takes precedence in all cases.

#### 49.0 EVALUATION PHASES

- Phase 1: Evaluation of the proposals submitted by responding firms. Weighted criteria will be used. If applicable to evaluation process, the Proposers scoring the highest points will move to Phase 2 ("Finalists").
- Phase 2: WCSD may elect to request formal presentations/interviews of the Finalists to provide an opportunity to present proposals to the evaluation committee (refer to Section 5.0). These formal interviews and presentations are **TENTATIVELY** scheduled to take place January 7, 2019 8:00 am – 4:00 pm (local time). The formal presentations/interviews will take place at a WCSD local site of choosing and Proposers chosen to participate in the interview and presentation phase will be notified of the actual date, time, and location.
- WCSD reserves the right to adjust, add or remove phases to the evaluation process as deemed necessary for a thorough evaluation of the responses to determine the most competent, qualified firm.

#### 50.0 EVALUATION CRITERIA

An evaluation committee will review, discuss, evaluate and score accordingly the proposals and determine the best overall proposal in accordance with the following evaluation criteria, which are listed below in no particular order. Final selection will be subject to review and approval by the WCSD's Chief Financial Officer (CFO) or the Board of Trustees:

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A. Financial Stability (PASS or FAIL):

Submission and review of financial documentation as required per Section 1.1.5 of this RFP. Submit annual reports or financial statements for the last three (3) consecutive years of operation as required in Section 1.1.5. If this is not provided with Proposal, the WCSD reserves the right to reject proposal as non-responsive.

The financial statements should be provided in a separate, sealed envelope so that it can be easily forwarded to our Business and Finance staff. *Please do not include in the proposal binders.* Only one copy of these statements is required. WCSD's Office of Business & Financial Services will review all financial documents submitted by Proposers. Should a Proposer's submission of financial documents be marked as "FAIL" the Proposer's submission will be rejected in its entirety and it will not be considered for award. The Proposer will be notified if this should this occur.

B. Cost/Pricing/Fee Information and/or Schedule

Proposer should submit any and all costs associated with this RFP including, but not limited to:

- Ongoing software license fee (yearly)
- Ongoing support and maintenance including upgrades (yearly, if any)
- Training fees (if any)
- Installation/Implementation fees (if any)

C. Background and Qualifications:

- Consideration will be given to the Proposers' demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP.
- Information about the organizations' business philosophy and long term involvement with K-12 public education.
- Identify all key staff to be assigned to the project and include resumes for all key staff.
- Information about the organization's structure and capacity to meet WCSD's requirements.

D. Curriculum Alignment

- Alignment with curriculum such as, Common Core State Standards (CCSS) for Mathematics and English Language Arts (ELA) and the Next Generation Science Standards (NGSS) for Science.
- A clear demonstration that all other content areas in curriculum are aligned to Nevada Academic Content Standards as prescribed by the Nevada Department of Education (NDE).

E. Project Implementation:

- Proposals will be evaluated on the soundness and detail of presentation of transition and implementation strategies proposed.
- Proposals must describe a complete scope of work and detailed descriptions of implementation process.
- Implementation strategy with major milestones, timelines and deliverables identified.
- Completeness of deployment plan as shown by depth, breadth, and clarity of proposal.

F. Technical Requirements:

Proposer must demonstrate that it meets the requirements set forth in Sections 47.0 and 48.0 including, but not limited to:

- Ability to accommodate custom data/report requests from WCSD.
- Communicate with and receive feedback from WCSD personnel.

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- Evaluation services provided to WCSD and how that evaluation will be presented and the number of services and other evaluations completed and reported each fiscal year.
- Level of complexity with integration processes.
- Expansion capabilities.
- Level of compatibility with WCSD existing systems.
- Authentication of users with Active Directory.
- Automate and import data for students and staff and provide what data can be imported and how this process will work.
- Ease of system administration and use of software.
- Problem identification and resolution strategy.
- Intuitiveness of system and platform guides.
- Level of complexity with integration processes.

G. Proposer Experience and Technology Risk

- Evidence of organizational capacity to deliver successful project objectives.
- Evidence of other similar-sized school districts with successful projects.
- Maturity of technology and product being offered.
- Describe what physical, procedural, and virtual safe guards that are in place to ensure all student personal identifiable information (PII) is safe against corruption, loss, or theft?
- Include any security audits or certifications proposer may have.

51.0 TIMELINE OF EVENTS RELATED TO RFP:

The following is the **TENTATIVE** schedule of events for the RFP submittal and selection process. WCSD reserves the right to change the schedule at any time.

Schedule of Events:	Date & Time:
RFP Released/Posted/Distributed	October 18, 2018
Deadline for Submitting Questions <i>(via email)</i>	November 1, 2018 at 4:30 pm (local time)
Addendum for Q & A Posted	November 6, 2018
Sealed Proposals Due/Open	November 15, 2018 at 2:00 pm (local time)
Notice of Finalists Released/Posted/Distributed	December 12, 2018
Formal Interviews & Presentation of Finalists	January 7, 2019 8:00 am – 4:00 pm (local time)
Letter of Intent / Recommendation of Award (ROA)	January 15, 2019
Formal Award by CFO or Board of Trustees	February 12, 2019
Notice of Award	February 13, 2019

52.0 TERM OF AGREEMENT

WCSD's intent is to award a contract to the firm with the highest overall score for an initial term of three (3) years with one (1) **optional** two (2) year renewal term, providing the terms, conditions and pricing remain unchanged.

53.0 PRICE ADJUSTMENT

Pricing provided by the Proposer shall not increase during the initial contract term. After the initial contract term, if a renewal is exercised, a price adjustment may be submitted for review and authorization by WCSD prior to any **optional** renewal term.

\* \* \* \* \* **END OF SPECIAL TERMS AND CONDITIONS** \* \* \* \* \*

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**REQUIRED SUBMITTAL FORMS**  
**(Sections 54.0 – 58.0)**

54.0 REFERENCE FORM

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

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55.0 PUBLIC DISCLOSURE FORM

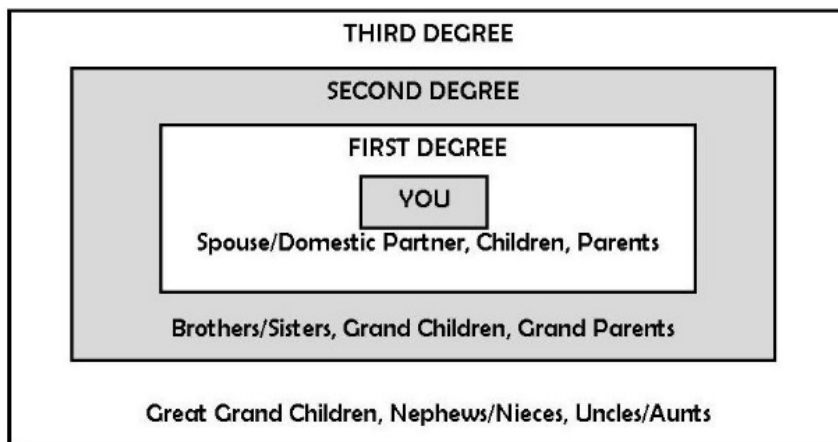
Firm/Agency Name: \_\_\_\_\_

I understand that per NRS 281A.020 a public office is a public trust and shall be held for the sole benefit of the people; and a public officer or employee must commit himself or herself to avoid conflicts between the private interests of the public officer or employee and those of the general public who the public office or employee serves.

Furthermore, I understand that pursuant to Washoe County School District (WCSD) Board of Trustees Policy 4505 and per NRS 281A.400, WCSD employees (as public officers) shall not seek or accept any gift, service, favor, employment, engagement, emolument or economic opportunity, including, but not limited to, unlawful compensation, salary, retainer, augmentation, expense allowance, commission, personal profit, pecuniary interest in the course of performing WCSD duties. In addition, WCSD employees (as public officers) shall not use their positions to secure or grant unwarranted privileges, preferences, exemptions or advantages for the public officer or employee with any business entity.

I certify and acknowledge by signature below that I am a duly authorized agent of the submitting firm/agency named above and that failure to disclose all facts relative to a conflict or potential conflict of interest (ethical standards) with regards to the specific solicitation to which the firm/agency is submitting to WCSD may result in a rejection of said solicitation submission or termination of any resulting contract/agreement should the above-named firm be awarded.

- A. I certify that I and my firm/agency and/or principals of my firm/agency have no pecuniary/financial interests between WCSD, Officers of WCSD, key employees of WCSD, current and former WCSD Board of Trustees members, and any other current and former WCSD personnel.
- B. To the third degree of consanguinity (refer to chart below), I have listed all of my and firm/agency principals and firm/agency key personnel's personal relationships, partnerships, correlations, and relatives (by blood and/or marriage) between WCSD, Officers of WCSD, key employee of WCSD, current and former WCSD Board of Trustees members and any other current and former WCSD personnel.



Please complete form below. Additional sheets may be attached if necessary. Write in **N/A** if non-applicable.



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Submitting Firm Employee Name (First, Last)	Title / Position	Relations / Association to WCSD Personnel	Name of WCSD Personnel	Pecuniary Interest (Y or N)

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

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56.0 CONTACT INFORMATION

Firm Name:	
Address:	
City:	State:
Phone #:	Fax #:
Email:	

57.0 EXCEPTIONS TO THE TERMS, CONDITIONS AND SPECIFICATIONS

Exceptions to the Terms, Conditions and Specifications of this RFP must be noted in the space provided. Failure to note said exceptions shall be interpreted to convey that Proposer shall propose to perform in the manner described and/or specified. If more space is required, please attach additional sheet(s) referencing RFP title and number.

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58.0 PROPOSAL SIGNATURE

**This form must be signed whether or not there are exceptions noted above.** By signing this Proposal, I acknowledge the following:

- I am an authorized agent for Proposer's firm.
- Proposer has read, understands and agrees to the terms and conditions in this RFP and accompanying documents.
- Proposer intends to supply the materials and/or services specified herein.
- Proposer shall provide, execute, and maintain insurance policies as specified herein.
- Proposer shall comply with all federal, state, city, local, county, WCSD statutes, other regulations and requirements.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date