



### REQUEST FOR PROPOSAL (RFP)

SOLICITATION TITLE: Consulting Services for ERP Pre-Selection Activities, Selection Process and Conversion

SOLICITATION #: 171-P-05-23-AS

SCOPE OF WORK/SERVICES: Washoe County School District (WCSD) is soliciting proposals from highly qualified and experienced firms for advisory and consulting services as it considers selection and implementation of a new Enterprise Resource Planning system (ERP).

**DUE DATE & TIME:** **July 7, 2023 at 2:00 pm (local time)**

**PUBLIC OPENING:** **July 7, 2023 at 2:30 pm (local time) via Teams Meeting (refer to Section 1.6.3)**

QUESTIONS DEADLINE: All questions/inquiries regarding this solicitation must be submitted in writing and are **due no later than 4:30 pm (local time) on June 19, 2023** via email to: [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net) or submitted directly on the WCSD's Solicitations website at <https://solicitations.washoeschools.net/Purchasing>.

DELIVERY LOCATION: Washoe County School District  
The Brown Center - Purchasing Department  
14101 Old Virginia Road, Room 0  
Reno, Nevada 89521-8912

HOURS OF OPERATION: Normal Business Hours: Monday – Friday 8:00 am to 4:30 pm (excluding holidays)  
Summer Business Hours (June 19, 2023 – July 28, 2023): Monday – Thursday 7:00 am to 5:00 pm (excluding holidays)

SURETY REQUIREMENT: NONE REQUIRED

FACILITATING BUYER: Andrea Sullivan, Director of Procurement and Contracts

PUBLISH DATE: June 5, 2023

SOLICITATION # OF PAGES: 26

SOLICITATION EXHIBITS:

- EXHIBIT A – SIGNATURE PAGE (**REQUIRED FORM**)
- EXHIBIT B – PUBLIC DISCLOSURE FORM (**REQUIRED FORM**)
- EXHIBIT C – PRICE SCHEDULE/SPECIFICATION (SPEC) FORM (**REQUIRED FORM**)

***NOTE: The Facilitating Buyer for this solicitation is named above. Interested parties may NOT contact anyone else regarding this solicitation. Any interested Proposer contacting any other individual including, but not limited to, WCSD staff, officials, evaluation committee members, or Board of Trustees may have their RFP submission rejected from evaluation and award consideration.***

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All **REQUIRED FORMS** (see list below) specific to this solicitation are to be completed, signed, and included with proposals and are available for download on WCSD's Solicitation website at:

<https://solicitations.washoeschools.net/Purchasing>

- EXHIBIT A – SIGNATURE PAGE (**REQUIRED FORM**)
- EXHIBIT B – PUBLIC DISCLOSURE FORM (**REQUIRED FORM**)
- EXHIBIT C – PRICE SCHEDULE/SPECIFICATION (SPEC) FORM (**REQUIRED FORM**)

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## **GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS**

### **1.0 SUBMISSION OF PROPOSAL**

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

1.1.1 One (1) original proposal labeled "MASTER".

1.1.2 Nine (9) identical bound proposals labeled "COPIES".

1.1.3 One (1) identical electronic response of the proposal in Microsoft Word, Microsoft Excel, or Adobe PDF, on a thumb/flash drive.

- If discrepancies are found between the "MASTER" and the "COPIES" of proposals, the "MASTER" will be used to resolve the discrepancy.

1.2 Provide Nine (9) copies of **EXHIBIT C** (Section 45 – EVALUATION CRITERIA #5). Copies must be submitted in one (1) separate, sealed envelope and identified as EXHIBIT C – PRICE SCHEDULE/SPECIFICATION (SPEC) FORM.

➤ **EXHIBIT C – PRICE SCHEDULE/SPECIFICATION (SPEC) FORM (REQUIRED FORM)**

1.2.1 Any prices provided in the Proposer's proposal that are relevant to products that may be supplied in addition to the work/service shall be *F.O.B. Destination* and exclusive of all federal, state, and local taxes. No shipping charges will be allowed.

1.2.2 All costs incurred in the preparation and submission of proposals to this RFP shall be the responsibility of the Proposer.

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

1.4 Proposals submitted verbally, by telephone, email, and/or facsimile will NOT be accepted.

1.5 Proposals and any signed/acknowledged Addenda/Amendment(s) shall be submitted in a sealed envelope or box and labeled using the following format:

Company Name: \_\_\_\_\_  
Solicitation Title: Consulting Services for ERP Pre-Selection Activities, Selection Process and Conversion  
Solicitation #: 171-P-05-23-AS  
Due Date & Time: July 7, 2023 at 2:00 pm (local time)  
(RFP)

**SOLICITATION TITLE:** Consulting Services for ERP Pre-Selection Activities, Selection Process and Conversion  
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MAIL OR DELIVER PROPOSALS TO:

Washoe County School District  
The Brown Center – Purchasing Department  
14101 Old Virginia Road, Room 0  
Reno, Nevada 89521-8912

- 1.6 For a proposal to be accepted, it is mandatory that the proposal documents be received and time-stamped by the WCSD Purchasing Department (address noted above), no later than 2:00 pm (local time) on the DUE DATE & TIME identified on Page 1 of this RFP document.

1.6.1 **Late proposals will NOT be accepted.** A proposal may be received any time prior to the DUE DATE & TIME. Should a proposal arrive after the DUE DATE & TIME, the proposal will be rejected and Proposer will be notified.

1.6.2 Neither the WCSD, the Purchasing Department, nor any officer or employee thereof shall be responsible for the pre/post-opening of or failure to open a proposal not properly addressed, identified, or mislabeled.

1.6.3 Proposals will be opened publicly via a Teams meeting on July 7, 2023 at 2:30 pm (local time):

Microsoft Teams meeting  
**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 232 273 769 682

Passcode: zipgzJ

- 1.7 All accepted proposals and accompanying documentation by WCSD's Purchasing Department become the property of WCSD and will not be returnable to the submitting Proposer.

- 1.8 Proposal information should be prepared to provide a straightforward, concise delineation of capacities to satisfy the requirements of the RFP and submitted with all **REQUIRED FORMS** identified in this RFP document.

1.8.1 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.

- 1.9 Any irregularities and/or lack of clarity in this RFP should be brought to the attention of WCSD's Purchasing Department for correction and/or clarification via email to: [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net) or submitted directly on the WCSD's Solicitations website at <https://solicitations.washoeschools.net/Purchasing> prior to the QUESTIONS DEADLINE identified on Page 1 of this RFP document.

- 1.10 When a surety is required (refer to Page 1 for requirement), said surety must be submitted with the proposal.

1.10.1 Said surety shall be issued by a creditable surety company authorized to do business in the State of Nevada.

1.10.2 Said surety shall be acceptable only in the form of a Bond, Performance Bond (if applicable), Certified Check, or Cashier's Check in the amount stated and made payable to:

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Washoe County School District  
RE: RFP # \_\_\_\_\_  
The Brown Center – Purchasing Department  
14101 Old Virginia Road, Room 0  
Reno, Nevada 89521-8912

- 1.10.3 After formal award of this RFP has been made public, any submitted surety of the unsuccessful Proposer shall be returned.
- 1.10.4 Depending on this RFP's requirements, the amount of surety shall not be less than five percent (5%) of the total cost submitted on **EXHIBIT C**.
- 1.10.5 Said amount to be forfeited to WCSD should Proposer, to whom the RFP contract is awarded, fails to enter the contract in accordance with this RFP.
- 1.11 Addenda/Amendment(s) issued may become an integral part of this RFP and are posted and available at:
- WCSD Solicitations website at <https://solicitations.washoeschools.net/Purchasing>
  - DemandStar at <https://www.demandstar.com> (*paid Membership required*)
- 1.11.1 It is strongly suggested that Proposer acknowledge receipt of Addenda/Amendment(s) by signing and returning any Addenda/Amendment(s) with the proposal.
- Proposers are responsible for obtaining any Addenda/Amendment(s).
  - Failure to submit a signed Addenda/Amendment(s) may result in rejection/disqualification of a Proposer's proposal.
- 1.11.2 If the Proposer is a paid 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/Amendment(s) issued.
- 1.12 An authorized representative of the Proposer's firm must sign where applicable on **EXHIBIT A** which is available for download at <https://solicitations.washoeschools.net/Purchasing>
- **EXHIBIT A – SIGNATURE FORM (REQUIRED FORM)**
- 1.12.1 Any proposal will be disqualified and rejected if **EXHIBIT A** is not signed and included in the proposal.
- 1.12.2 WCSD only accepts signatures done manually (also known as a "wet" signature) or certified electronic digital signatures. Non-certified electronic digital signatures will NOT be accepted. A typed signature, even in a cursive font, does NOT meet the requirements of an official digital signature. A digital signature must be accompanied by a certified digital stamp issued through programs like Adobe Acrobat DC, Docu-Sign, or other similar programs that produce a digital stamp certifying the electronic digital signature. Signatures on the **REQUIRED FORMS** that do not meet these requirements will NOT be accepted and may cause the proposal to be deemed "NON-RESPONSIVE" and cause for rejection. If there are any questions about this requirement, please submit a question by the QUESTIONS DEADLINE (refer to Page 1), so that it can be answered before the proposal DUE DATE & TIME.
- 1.12.3 WCSD reserves the right to reject any proposal received, or any part thereof for any of, but not limited to, the following additional causes:

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- A. Evidence of collusion among Proposers exists.
  - B. Proposer fails to meet any terms and conditions as specified in this RFP.
  - C. Evidence submitted by Proposer leads WCSD to believe that Proposer will be unable to carry out the obligations of any resulting contract of this RFP and complete the work/service described.
  - D. WCSD investigation determines that Proposer is not qualified to meet the obligations of the contract and complete the work described.
  - E. Cost of work/service exceeds budgetary constraints.
  - F. Proposal is not signed or is not properly signed.
- 1.13 Payment will only be made after work/service is rendered and/or products procured and within thirty (30) days of receiving an accurate invoice for rendered work/service and/or products without defects.
- 1.14 Exceptions to any General and/or Special Terms, Conditions, and Specifications in this solicitation must be noted accordingly on **EXHIBIT A** and submitted with the proposal.
- 1.14.1 Failure to note exceptions shall be interpreted to convey that the Proposer agrees to perform in the manner described and/or specified.
- 1.14.2 WCSD reserves the right to accept or reject any exceptions if deemed to be in the best interest of WCSD.
- 1.14.3 If there are any questions/inquiries about this requirement, Proposers are to submit their questions in writing via e-mail to [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net) or directly on WCSD's Solicitations website at <https://solicitations.washoeschools.net/Purchasing> by the QUESTIONS DEADLINE (refer to Page 1), so that they can be answered prior to the proposal DUE DATE & TIME (refer to Page 1).
- 1.15 Proposer assumes all risks involved with the method of proposal delivery the Proposer chooses. WCSD assumes no responsibility for the Proposer's failure to deliver a proposal in accordance with this RFP.
- 1.16 All proposals and accompanying documentation that are accepted by WCSD's Purchasing Department become the property of WCSD and will not be returned.
- 1.17 Proposer shall provide with proposal, a completed and signed **EXHIBIT B** available for download at <https://solicitations.washoeschools.net/Purchasing>.
- **EXHIBIT B – PUBLIC DISCLOSURE FORM (REQUIRED FORM)**
- 1.17.1 Failure to submit a completed and signed **EXHIBIT B** with the proposal may be grounds for disqualifying the proposal from evaluation and award consideration.
- 1.18 **The Facilitator for this RFP 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, WCSD staff, officials, evaluation committee members, or Board of Trustees may be disqualified.**

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- 1.19 The District recognizes that there may be multiple levels of service that can be provided to a client, depending on multiple factors including cost. The District is seeking the proposer's recommended approach and level of service to best ensure a successful conversion to a new ERP system, to the extent possible. However, a Proposer can submit up to two (2) separate proposals with different proposed levels of service, project approaches, levels of staff and compensation. In such a case, each proposal should be clearly marked and separately submitted to the District. Each proposal shall be separately evaluated and scored by the District.

**2.0 WITHDRAWAL OF PROPOSAL**

- 2.1 Proposals may be withdrawn by written notification delivered via e-mail to [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net) provided such notice is received prior to the DUE DATE & TIME identified on Page 1 of this RFP.
- 2.2 A request for withdrawal of a proposal received after the DUE DATE & TIME will not be considered.

**3.0 PROPRIETARY & CONFIDENTIAL INFORMATION**

- 3.1 WCSD is a public entity as defined by state law and, as such, it is subject to the Nevada Public Records Law (Nevada Revised Statute, Chapter 239 (NRS 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.
- 3.2 Proposers are advised that after a LETTER OF INTENT (Recommendation of Award) has been issued, the complete contents of all proposals will become public record, and nothing contained in the proposal will be deemed confidential unless deemed so by law.
- 3.3 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. Thus, proposals should contain sufficient information to be evaluated without reference to any proprietary information.

**4.0 PROPOSER FORMAL INTERVIEWS AND PRESENTATIONS**

- 4.1 WCSD reserves the right to require any or all Proposers to attend an interview session and/or give a presentation or demonstration (either by virtual means or in-person) to gauge suitability to provide work/service and to illustrate their abilities to meet the requirements of this RFP.
- 4.2 If so requested by WCSD, Proposers are to make their personnel available within (no less than) ten (10) business days of the request for formal interviews and presentations.
- 4.3 No cost allowance or per diem will be paid by WCSD for this requirement.
- 4.4 WCSD also reserves the right to recommend any Proposer for award from their evaluated and scored proposal without presentations and/or formal interviews if deemed to be in the best interest of WCSD.

**5.0 GOVERNING LAW, COMPLIANCE WITH LAW, AND ATTORNEY FEES**

- 5.1 Should there be any resulting contract of this RFP, the awarded Proposer agrees that the contract shall be governed by and construed in accordance with the laws of Nevada.
- 5.2 No action involving the proposal and/or resulting contract may be brought except in the federal courts located in Washoe County, Nevada, USA.

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- 5.3 Proposer shall comply with all applicable federal, state, and local statutes, regulations, ordinances, or other legal requirements, which apply.
- 5.4 All parties agree that in the event of a dispute, each party will bear its own costs of litigation and/or attorney's fees.

6.0 DISPUTE RESOLUTION

- 6.1 Any breach, controversy, or claim arising out of, related to the RFP, and/or any resulting contract of this RFP shall be settled by arbitration unless WCSD, at its sole option, rejects arbitration by so notifying Proposer.
- 6.2 If the WCSD rejects arbitration, the Proposer shall have thirty (30) days from the date of receipt of rejection to send notice to commence litigation of the work/service via a summons and complaint upon the WCSD.
- 6.3 Failure to effectively provide work/service to the WCSD within said time shall act as a bar to litigation of the claim, which was the subject of the request for arbitration.
- 6.4 If the matter is arbitrated, WCSD 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.
- 6.5 The parties agree that any arbitrator may not award attorney's fees in any case.
- 6.6 Unless specifically stated herein, if there exists any conflict and/or inconsistency between terms set forth in this RFP, the awarded Proposer's response to this RFP, and any contract submitted by the awarded Proposer, the language in this RFP shall take precedence.

7.0 DEBARMENT, SUSPENSION, AND OTHER LEGAL 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.

***NOTE: Submission of a signed EXHIBIT A in response to this solicitation is the certification that the Proposer, Proposer's firm, and/or any Contractor/Subcontractor 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 of EXHIBIT A is also an agreement that WCSD will be notified of any change in this status.***

- 7.2 Submission of EXHIBIT A is certification that Proposer's organization (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 of EXHIBIT A is also confirmation that WCSD will be notified of any change in this status.
- 7.3 If WCSD was required by NRS 332.039 to advertise for this RFP, then by way of a submitted signed proposal, the Proposer provides a written certification that the Proposer is not currently engaged in, and during any term of any resulting contract of this RFP, shall not engage in, a Boycott of Israel as outlined in NRS 332.065 (effective July 1, 2018). The term "Boycott of Israel" has the meaning ascribed to that term per NRS 332.065(5)(a).

7.4 Loss of Contract and/or Inability to Fulfill Requirements

7.4.1 If Proposer has had a contract 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. 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. 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 to WCSD's Purchasing Department.

7.4.2 WCSD shall evaluate the facts and at its sole discretion may reject the Proposer's proposal if the facts discovered indicate that the completion of any contract resulting from this RFP may be jeopardized by the selection of Proposer. 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 in the proposal.

8.0 NON-APPROPRIATION OF FUNDS

8.1 Should the funding authority of WCSD fail to appropriate funds to continue payment on a resultant contract of this RFP, WCSD may cancel said contract without termination charge or penalty. Written notification from WCSD shall be made should this occur.

8.2 WCSD would only exercise the FUNDING OUT CLAUSE above if WCSD is unable to appropriate the necessary funds to pay for the work/service under this RFP.

8.3 If WCSD is unable to appropriate the necessary funds to pay for the work/service under this RFP, WCSD reserves the right to contract with another party for the same work/service immediately following the termination of a resultant contract specific to this RFP.

8.4 Should WCSD appropriate the funds at a later time, WCSD reserves the right to issue a new RFP for the same work/service.

9.0 DEFAULT AND CONTRACT TERMINATION RIGHTS

9.1 In case of default by any awarded Proposer(s), WCSD reserves the right to impose any of the following actions:

- A. Deduct any unpaid balance due to awarded Proposer(s).
- B. Procure the service(s) and/or product(s) from another source.
- C. Hold the defaulting Proposer(s) responsible for any excess cost occasioned thereby.
- D. Assess a penalty equal to five percent (5%) of the total proposal price.
- E. Commence with proceedings against any surety held in conjunction with the proposal.
- F. Prohibit Proposer(s) to submit proposals for a period of not less than one (1) year and no more than five (5) years.
- G. Pursue other appropriate legal remedies.



10.0 TERMINATION OF CONTRACT

10.1 Any resulting contract from this RFP may be terminated in whole or in part by WCSD with or without cause without penalty or fee only after the contracted Proposer is given:

A. Not less than thirty (30) calendar days written notice of intent to terminate.

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 Governments*, states 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 original 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 another 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

12.1 WCSD acknowledges its responsibilities under the Americans with Disabilities Act (ADA) of 1990. WCSD expects all Proposers to be knowledgeable about and comply with the requirements of the ADA.

13.0 INSTALLATION

13.1 If applicable, the awarded Proposer shall make good and to the satisfaction of WCSD, any damage resulting from the work/service caused by any installation. Wherever, in these specifications, a specific brand, make, and/or model 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.

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 the best interest of WCSD.***

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- 14.1 Any awarded Proposer shall, at the awarded their sole expense, procure, maintain, and keep in force for the duration of the contract insurance conforming to the minimum limits as specified in this solicitation.
- 14.2 Any awarded Proposer shall provide WCSD with a Certificate of Insurance (COI) form with Additional Insured Endorsement(s) affecting the coverage required.
- 14.3 The authorized Insurer(s) of any awarded Proposer(s) and/or subsequent insurance company(s) issuing the policy(s) shall have no recourse against WCSD for payment of any premiums, costs, or assessments under any form of policy nor shall they have no right of recovery or subrogation against WCSD.
- 14.4 Any required insurance shall be approved by WCSD and be in effect prior to the procurement of any service(s) and/or product(s) rendered by any awarded Proposer and shall continue in force as appropriate until the completion of the contract term.
- 14.5 An "ACORD 25 Certificate of Insurance Form" or a form substantially similar must be submitted by any awarded Proposer(s) to WCSD to evidence the insurance policies and coverages required.
- 14.6 The COI must be signed by a person authorized to bind coverage on the behalf of any awarded Proposer(s). The COI must name WCSD as the "Certificate Holder" as follows:

Washoe County School District  
The Brown Center – Purchasing Department  
14101 Old Virginia Road, Room 0  
Reno, Nevada 89521-8912

- 14.7 For substantiating the requirement of 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.*

- 14.8 The COI shall state that if any of the described policies are canceled 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 any awarded Proposer(s) or the authorized Insurer(s) without a replacement COI being provided to WCSD during any valid term of the contract.
- 14.9 Upon renewal of the policies listed, awarded Proposer(s), or authorized Insurer(s) shall WCSD with replacement certificates.
- 14.10 All COIs and relative endorsements are to be received by awarded Proposer(s) and must be reviewed and approved by WCSD's Purchasing Department prior to the procurement of any product(s) and/or services to be rendered.
- 14.11 WCSD reserves the right to require awarded Proposer(s) to make available/check the wording of all required insurance policies at any time.
- 14.12 Awarded Proposer's insurance coverage shall be the primary insurance. Any insurance or self-insurance maintained by WCSD, its officers, employees, agents, or volunteers shall be more than that awarded Proposer's insurance and shall not contribute to it in any way.

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- 14.13 Failure of any awarded Proposer(s) to comply with the reporting provisions of the policies shall not affect coverage provided to WCSD, its officers, employees, agents, or volunteers.

15.0 GENERAL LIABILITY INSURANCE

- 15.1 During any term of the resulting contract of this RFP, the awarded Proposer providing work/service to WCSD shall maintain Commercial 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 rating of A-:VII or better:

- Each Occurrence
- Medical Expense
- Personal & ADV Injury
- General Aggregate
- Products-Completed Operations 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 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

- 16.1 If applicable to the work/services outlined in this RFP, During any valid term of this contract, including any subsequent renewals thereof, any awarded Proposer(s) shall maintain Automobile Liability Insurance with the following coverages (at minimum) through a licensed insurance carrier(s) and having a current A.M. Best rating of A-:VII or better to include:

- All owned autos
- Non-owned autos (in use by Employees)
- Hired autos

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

17.0 WORKER'S COMPENSATION COVERAGE

- 17.1 During any valid term of an awarded contract of this RFP, including any subsequent renewals thereof, any awarded Proposer(s) shall have and maintain Workers' Compensation coverage as required by law for the duration of the contract to include Employer's Liability Coverage (noted at Statutory Limits) with a minimum limit of one million dollars (\$1,000,000).

18.0 PROFESSIONAL LIABILITY INSURANCE

- 18.1 During the initial term of a resulting contract of this RFP and for any additional time specified by WCSD thereafter, including any subsequent renewals thereof, the awarded Proposer(s) shall maintain Professional Liability Insurance (Errors and Omissions) with minimum limits of at least one million dollars (\$1,000,000).

18.1.1 WCSD reserves the right to require a higher limit for service(s) that may constitute said requirement.

18.1.2 WCSD requires that Professional Liability Insurance include coverage for unintentional breach of contract.

18.1.3 Professional Liability Insurance may be proved under primary policies or by a combination of primary and excess policies.

18.1.4 Professional Liability is not covered under additional Umbrella Liability Insurance.

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 work/service is rendered and/or products procured. WCSD reserves the right to request additional documentation, financial or otherwise, prior to approving the deductibles and self-insured retentions before any work/service is rendered and/or products procured.
- 19.2 WCSD shall be notified of any changes to the deductibles or self-insured retentions made during any term of any resulting contract of this RFP or during any term of any policy.
- 19.3 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

- 20.1 Proposers must be licensed and/or incorporated to do business in the State of Nevada.
- 20.2 Proposer shall possess all applicable licenses and/or certifications to perform the type of work/service in this RFP.
- 20.3 Proposer shall possess appropriate city and/or county business licenses, if applicable.

21.0 VESTED INTEREST

- 21.1 Awarded Proposer cannot receive any benefits (directly or indirectly) and/or be party to other contracts that may emanate from recommendations, contracting actions, and or activities related to this RFP.
- 21.2 The only benefit the awarded Proposer may derive from this project is payment for rendered work/service, products procured specific to the work/service, and applicable deliverables as outlined in any resulting contract of this RFP, including identified deliverables in awarded Proposer's initial RFP response and subsequent written additions to the resulting contract of this RFP authorized/approved by WCSD.
- 21.3 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 and/or degree with the performance of work/services required under the resulting contract of this RFP.

22.0 WARRANTY OF WORK/SERVICE

- 22.1 Proposer warrants that any work/service rendered under any resulting contract of this RFP 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 work/service rendered under any resulting contract of this RFP shall fulfill the requirements and intent of the entire contract inclusive of Proposer's proposal. If work/service fails to meet the requirements and/or is deemed inadequate in the judgment of WCSD, awarded Proposer shall re-perform the work/service and/or portion of the work/service that is unsatisfactory.
- 22.3 Awarded Proposer shall be liable for all costs/expenses incurred in the performance of corrective work and work/service, including travel, per diem, etc.

23.0 ASSIGNMENT

- 23.1 Any attempt by awarded Proposer(s) to assign and/or otherwise transfer any interest in any resulting contract of this RFP without the prior written consent of WCSD shall be considered "VOID."
- 23.2 Should a firm be acquired through formal purchase/acquisition by a Proposer that was awarded a contract resulting from this RFP, WCSD may grant permission for this type of assignment if the newly acquired firm submits financial documentation as outlined in Section 1.1.4 and those documents are reviewed in the same manner as the originally awarded Proposer.

24.0 CONFIDENTIAL TREATMENT OF INFORMATION

- 24.1 Proposer shall preserve any information obtained, assembled, and/or prepared in connection with the performance of any resulting contract of this RFP in the utmost professional confidence.

25.0 FORCE MAJEURE

- 25.1 Neither party shall be liable for failure and/or delay in performance under any resulting contract of this RFP, in whole or in part, to an act of God, including, but not limited to pandemics (e.g., COVID-19), epidemics, fire, naturally caused explosions and/or flood; employee/company strike, lockout and/or other labor dispute, civil commotion, human-caused explosions, and/or sabotage; acts of any government; unforeseen shortages and/or unavailability of fuel, power, transportation, raw materials and/or supplies; inability to obtain and/or delay in obtaining governmental approvals, permits, licenses and/or allocations; and any other causes which are not within either party's reasonable control, whether or not the cause is specifically identified above.
- 25.2 WCSD will not terminate any contract with awarded/contracted organization that is unable to complete and perform the work/service due to FORCE MAJEURE.
- 25.3 WCSD maintains the ability and right to secure other suppliers to provide said work/services, temporarily, if deemed to be in the best interest of WCSD, until the awarded and contracted Proposer is able to return to said work/service and able to meet the requirements of any resulting contract of this RFP.

26.0 INDEMNIFICATION

- 26.1 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, damage, which arises from any work performed under any resulting contract of this RFP, if such injury, loss, and/or damage is due to the gross negligence and/or intentional misconduct of Proposer, any Sub-Proposer of Proposer, and/or any officer, employee, and/or agent of Proposer in the performance of work/service hereunder. Proposer also agrees to indemnify and hold the WCSD harmless from any claim involving patent infringement and/or copyrights on goods supplied.
- 26.2 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, and/or damage which arises out of the work performed under any resulting contract of this RFP, if such injury, loss, and/or damage is due to the gross negligence and/or intentional misconduct of WCSD and/or any officer, employee, and/or agent of WCSD subject to the provisions of NRS 41, including, but not limited to NRS 41.035: Actions against certain officers and employees of political subdivisions for acts or omissions of other persons.

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- 26.3 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 and/or related statute.

27.0 INTELLECTUAL PROPERTY

- 27.1 Any drawings, written reports, and/or other works (works) made and/or provided to WCSD by Proposer shall be considered works for use and become the property of WCSD. Any such works shall not be stamped with the Proposer's proprietary markings.

28.0 NO THIRD-PARTY RIGHTS

- 28.1 Any resulting contract of this RFP is made for the benefit of WCSD and the awarded Proposer and not for any outside party.

29.0 NON-ENDORSEMENT

- 29.1 As a result of the selection of an awarded Proposer to supply work/service and/or products under this RFP, WCSD is neither endorsing nor suggesting that the Proposer's work/service is the best and/or only solution.
- 29.2 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.

30.0 RECORDS

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

31.0 OTHER EXPENSES

- 31.1 In the event that WCSD agrees to pay for any of Proposer's expenses directly related to work/service and/or products relevant to this RFP, no overhead and/or profit shall be permitted.
- 31.2 Proposer shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by WCSD policies, regulations, and procedures for its employees at the time the reimbursement request(s) are made.

32.0 REFERENCES

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

**33.0** PROPOSAL NEGOTIATIONS

- 33.1 WCSD may open negotiations with responsive Proposers prior to award. At its sole discretion, the WCSD reserves the right to award any resulting contract of this RFP without negotiation based upon written proposals.
- 33.2 WCSD reserves the right to accept any proposal, that 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.

**34.0** RFP AND CONTRACT AWARD GUIDELINES

- 34.1 WCSD reserves the right to waive any minor informalities or irregularities in proposals and/or any resulting contract of this RFP in its best interest.
- 34.2 WCSD reserves the right to award a resulting contract of this RFP based on individual scope of work/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.
- 34.3 Contractual commitments are contingent upon the availability of funds as evidenced by the issuance of a purchase order.
- 34.4 Any additional contract 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.
- 34.5 Once awarded, this RFP and any resulting contract of this RFP will be the final expression of a contract between the parties and may not be altered, changed, and/or amended except by mutually approved and executed amendments.
- 34.6 Unless specifically stated herein, if there exists any conflict and/or inconsistency between terms set forth in this RFP document, the awarded Proposer's proposal, and any additional contract submitted by the awarded Proposer, the language in this RFP document shall take precedence unless otherwise approved by WCSD.
- 34.7 WCSD reserves the right to hold proposals for a period of ninety (90) days from the date of opening before awarding or rejecting said proposals.

**35.0** LETTER OF INTENT (RECOMMENDATION OF AWARD)

- 35.1 It is the responsibility of the interested Proposer to obtain the LETTER OF INTENT (Recommendation of Award) available for download at:
- WCSD Solicitations website at <https://solicitations.washoeschools.net/Purchasing>
  - DemandStar at <https://www.demandstar.com> (*paid Membership required*)
- 35.2 Proposer may also obtain a copy of the LETTER OF INTENT (Recommendation of Award) via email request to [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net)

**36.0** APPEAL BY UNSUCCESSFUL PROPOSER

- 36.1 Any unsuccessful Proposer (Appellant) may appeal the results in the solicitation's LETTER OF INTENT (Recommendation of Award) if they believe applicable provisions of the law were violated.

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- 36.2 Appellant must submit a notice of protest to the Director of Procurement and Contracts no later than five (5) business days from the date the LETTER OF INTENT (Recommendation of Award) is issued. 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.
- 36.3 Appellant shall submit with the notice of protest a 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, who will hold the bond or other security until a determination is made on the appeal. The bond shall be in the amount of twenty-five percent (25%) of the total dollar value of the Appellant's **EXHIBIT C**, up to a maximum amount of two hundred fifty thousand dollars (\$250,000).
- 36.4 If the Appellant is not satisfied with WCSD's Director of Procurement and Contracts' response, Appellant may then appeal to an appeals committee designated by WCSD.
- 36.5 If the Appellant is not satisfied with the appeals committee's response, the Appellant may then appeal to WCSD's Board of Trustees, who will render the final decision.
- 36.6 WCSD will postpone any award action until after WCSD's Board of Trustees renders a final decision. Appellant will not seek any type of judicial intervention until WCSD has rendered its final decision on the protest.
- 36.7 If an appeal is granted and a bond was required, the full amount of the posted bond will be returned to Appellant.
- 36.8 If the appeal is denied/not upheld, a claim may be made against the bond by WCSD for expenses suffered by WCSD as a result of the unsuccessful appeal.
- 36.9 WCSD is not liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by the Appellant in an appeal process.

37.0 SURETY

- 37.1 When a **surety** is required (refer to Page 1 for requirement), said surety must be submitted with the proposal. Said surety shall be issued by a creditable surety company authorized to do business in the State of Nevada.
- 37.2 The surety shall be acceptable only in the form of a Bond, Performance Bond (if applicable), Certified Check, or Cashier's Check in the amount stated and made payable to:

Washoe County School District  
RE: RFP # \_\_\_\_\_  
The Brown Center – Purchasing Department  
14101 Old Virginia Road, Room 0  
Reno, Nevada 89521-8912

- 37.3 After formal award of this RFP has been made public, any submitted surety of the unsuccessful Proposer(s) shall be returned.
- 37.4 Depending on the proposal requirements, the amount of surety shall not be less than five percent (5%) of the total proposal submitted.
- 37.5 Said amount to be forfeited to WCSD should Proposer, to whom the contract is awarded, fails to enter the contract in accordance with this solicitation.



**38.0**    PERFORMANCE BOND

- 38.1    When 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 term of the contract.
- 38.2    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.
- 38.3    The Performance Bond shall be conditioned upon the awarded Proposer's full performance of the work/service, in accordance with the plans, specifications, terms, and conditions of the award of RFP by the Board of Trustees.
- 38.4    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 proposal for the renewal term.

**39.0**    PENALTIES

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

**40.0**    SEVERABILITY

- 40.1    If a competent court or arbitrator holds any of the terms, covenants, provisions, and contracts contained herein invalid, illegal, and/or unenforceable, any resulting contract of this RFP shall be interpreted as if such invalid terms, covenants, provisions, and/or contracts were not contained herein, and the remaining provisions shall be valid and enforceable.

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**END OF GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS**

**SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS**

**41.0 PURPOSE AND BACKGROUND FOR RFP**

WCSD is soliciting proposals from highly qualified and experienced firms for advisory and consulting services as it considers selection and implementation of a new ERP (Enterprise Resource Planning) system. The selected Proposer will be expected to assist WCSD and its Project Team in analyzing current and future needs, assist in the preparation of an ERP System Request for Proposal (ERP System RFP) for selection of a new ERP system, and to provide close assistance to WCSD, including its Steering Committee and Project Team, during the conversion/implementation phase.

The District recognizes that there may be multiple levels of service that can be provided to a client, depending on multiple factors including cost. The District is seeking the proposer's recommended approach and level of service to best ensure a successful conversion to a new ERP system, to the extent possible. However, a Proposer can submit up to two (2) separate proposals with different proposed levels of service, project approaches, levels of staff and compensation. In such a case, each proposal should be clearly marked and separately submitted to the District. Each proposal shall be separately evaluated and scored by the District.

WCSD employs approximately 7,500 employees to support 100 schools and approximately 61,000 students. WCSD's total annual budget including capital project funds and operating funds is slightly more than \$1 billion. WCSD maintains more than 50 funds including its General Fund; numerous special revenue funds including grant funds; capital project funds including bond proceeds funds; three internal service funds; and one enterprise fund (its Nutrition Services Fund). WCSD does not commonly outsource functions and thus the Offices of Business and Financial Offices, Human Resources and Information Technology are staffed by WCSD personnel.

WCSD currently uses BusinessPLUS as its ERP system and is currently using version 22.4.6 with a planned production upgrade to version 23.5.x in October 2023. To support the PowerSchool BusinessPLUS suite of products, various application tools have been provided. These include an administrative console to manage end-user filtered security profiles, departmental and personal dashboards, a means to develop custom business rules and payroll calculation codes, along with workflow and reporting development tools. Additionally, numerous processes have been developed to interface with OnBase (our document management system), our Benefits third-party administrator for Open Enrollment and ACA purposes, and Frontline (our absence management system), to name a few. We employ a test environment for application upgrade, district development, and disaster recovery purposes with full database access in both environments.

BusinessPLUS was implemented more than 25 years ago and WCSD wishes to consider other systems at this time that include workflow capabilities, enhanced reporting, and analytics. WCSD will make a decision on which system to use after issuance and evaluation of the ERP System RFP. The timeframe for issuance of the ERP System RFP is by December 31, 2023.

There are three phases to the advisory and consulting services requested herein:

1. **Pre-Selection Activities:** Prior to issuance of this RFP, WCSD desires to work with an advisory and consulting services firm to identify goals and requirements of a new system and the associated changes and process improvements to current WCSD processes, perform gap analysis to compare current WCSD processes to these best practices, and perform other readiness tasks.
2. **Selection Process:** Following the analysis and recommendations in Phase 1, the selected Proposer will then help WCSD write the ERP System RFP for procurement of the recommended system. The selected Proposer will also work with the Purchasing Department and ERP Evaluation Committee to design a schedule and process for evaluation of proposers to the ERP System RFP and to assist in the evaluation process by providing guidance based on the selected Proposer's knowledge and experience in the ERP industry. Following selection of a software system and implementation vendor, the selected Proposer will also assist WCSD's Purchasing Department and Office of General Counsel in negotiating a contract with the ERP vendor.

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3. Conversion: Following selection of an ERP vendor, the selected advisory and consulting services firm will assist and provide guidance to the Project Team during the conversion and implementation process.

WCSD is seeking an independent advisory and consulting firm and will not purchase an ERP Service or products from or through the selected advisor/consultant.

Current ERP System

BusinessPLUS is an on-premises system (although available in the cloud). WCSD uses this system for the following functions and would want any ERP system it considers to minimally include these functions:

- Accounts Payable
- Accounts Receivable
- Asset Management
- General Ledger
- Inventory Control
- Human Resources Management
- Recruitment and Hiring
- Employee Services
- Benefits
- Teacher Contracts
- Absence Management
- Warehouse and Inventory Management
- Project Accounting
- Budgeting
- Position Control
- Payroll
- Cash Receipting
- Purchasing
- Requisitioning including approval workflow
- Purchase Orders
- Time and Attendance
- Grants Management

WCSD's Pre-planning for ERP System

In anticipation of an ERP System RFP, WCSD formed a task force last year to discuss initial requirements of a system, to seek training on ERP selections and implementation, and to review multiple ERP systems including attending multiple hour demos of several systems. The Chief Financial Officer, Chief Technology Officer and Chief Talent Officer (Human Resources) acted as the steering committee for this task force. The task force itself was comprised of staff from the Office of Business and Finance including the departments of Budget, Position Control, Payroll, Accounting and Purchasing; Office of Human Resources including staff from the Benefits and Employee Services; Grants Management; school representatives; and the Office of Information Technology.

WCSD is in the process of forming a formal ERP Steering Committee, comprised of executive leadership to guide and monitor the progress of this project, and a Project Team. The Project Team will work during each of the three phases noted above: (1) pre-selection activities and readiness; (2) the ERP System RFP evaluation and selection process, and (3) conversion and implementation. The Project Team will be headed by an in-house Project Manager (yet to be selected) and a combination of dedicated WCSD personnel, who will work nearly exclusively on the ERP implementation.

42.0 SCOPE OF WORK

Services are broken down into three separate phases. Pricing for each phase should be listed separately. WCSD may negotiate with the awardee to add, remove or alter the scope of the subsequent phases.

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Phase 1: Pre-Selection Activities

Working with WCSD's Steering Committee and Project Team, provide assistance in the following areas:

1. Initial Review/Readiness
  - a. Assessment of current WCSD processes and systems that benefit from a centralized ERP (Finance, Human Capital Management, Payroll, Purchasing/Supply Chain, Budget, Grants, Food Services, Asset Management, Facilities, etc.)
  - b. Identify and document current ERP-specific business processes.
  - c. Identify business process requirements and/or process maps, which will encompass process improvements and other changes to current WCSD operations, processes and procedures based on moving to a new ERP system. These would include automation of many WCSD processes. For example, the recruitment, onboarding, and position control checks involved in filling of a new position presently are not performed via workflow processes. Instead, WCSD uses a fragmented process involving Adobe forms and retyping of new employee information. The business process requirements should include (but not limited to):
    - i. Functional Requirements - These define how a product/service/solution should function from the end user's perspective. They describe the features and functions with which the end-user will interact directly.
    - ii. Operational Requirements - These define operations that must be carried out in the background to keep the product or process functioning over a period of time.
    - iii. Technical Requirements - These define the technical issues that must be considered to successfully implement the process or create the product.
    - iv. Transitional Requirements - These are the steps needed to implement the new product or process smoothly.
  - d. Identify gaps in current systems and processes.
  - e. Identify inadequacies and redundancies.
  - f. Identify business objectives.
  - g. Identify training needs including evaluating end user and technical staff skills and competencies.
2. Strategy Development/Objective Setting
  - a. Provide advice on various options available to WCSD with regard to long-term ERP solutions including whether a phased or "Big Bang" approach is recommended.
  - b. Advise WCSD on current and future ERP strategies used by K-12 school districts or public sector entities of similar type and or size.
  - c. Create a timeline with one or more options for a successful centralized ERP implementation.
3. Provide a detailed project timeline.
4. Analyze financial costs for the project, including, but not limited to,
  - a. Licensing
  - b. Installation and configuration
  - c. Implementation
  - d. Training
  - e. Support and maintenance
  - f. Compliance with laws and regulations
  - g. Security
  - h. Staffing
5. Attend regular status meetings to review progress, answer questions regarding project, address concerns and provide advice on developing topics.

Phase 2: Selection Process:

1. Assist WCSD with the drafting and development of an RFP for an ERP system ("ERP System RFP") including scoring criteria.

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2. Provide a detailed timeline for the RFP process from drafting of the RFP to award and execution of contract.
3. Assist the WCSD in its evaluation of proposals including providing interview questions and providing a recommended format and timeline for the following listed tasks. The selected consultant will not score proposals but will provide assistance and coordination.
  - a. Initial review of all proposals
  - b. Short-listing of proposals
  - c. Demos
  - d. Interviews
  - e. Reference Checks
  - f. Scoring
4. Attend all presentations by selected Proposers and meetings of WCSD's Evaluation Committee.
5. Analyze RFP responses for financial soundness, completeness of functionality and compliance with legal requirements.
6. If requested by WCSD, brief leadership on evaluation outcomes and attend public meetings, i.e., Board of Trustees, to support WCSD award recommendations.
7. Once a vendor is selected, assist the WCSD in negotiating a contract with the selected vendor to protect the WCSD's rights and minimize legal, operational and financial risks.
8. Working with the selected vendor, provide a timeline for an ERP implementation.

Phase 3: Conversion and Implementation

Following selection of an ERP vendor, the selected advisory and consulting services firm will assist and provide guidance to the Project Team during the conversion process, including the following tasks:

1. Attend regular status meetings of the Project Team to review progress, answer the Project Team's questions regarding project, and address concerns.
2. Provide status updates, measuring the selected ERP vendor's progress against WCSD's timeline and milestone dates in the ERP vendor contract. Provide early warning to WCSD for actual and anticipated slippages in the project schedule.
3. Advise and help resolve any disputes or disagreements between WCSD and the selected ERP vendor.
4. Help enforce contractual requirements. Original RFP requirements should be tracked to:
  - a. Business Process Improvements
  - b. Design
  - c. Build decisions
  - d. Testing
  - e. Acceptance
5. Help negotiate potential contract change orders.
6. Assist WCSD in development of training materials.
7. Assist WCSD in documentation of decisions, code tables, etc.
8. Assist WCSD in testing including the following types of tests. Work shall include assistance with development of a testing strategy, identifying test scenarios (what to test), developing and reviewing test scripts, testing, and making required modifications to documentation.
  - a. System testing

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- b. Business process test
- c. Unit testing
- d. Regression testing
- e. Integration testing
- f. Parallel testing
- g. User acceptance testing

9. Assist WCSD in the go-live plan and post go-live support.

43.0 AWARD OF CONTRACT

43.1 WCSD intends to award this RFP to one firm following formal award by WCSD's Board of Trustees.

43.2 WCSD reserves the right to award this RFP to multiple Proposers if deemed to be in its best interest.

44.0 PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS

- ☐ Provide a complete TABLE OF CONTENTS in the proposal.
- ☐ Include a Statement/Letter of Interest as follows:
  - ☐ Submit on Proposer's letterhead with the full organization name.
  - ☐ Address; phone number; fax number; organization direct email address (if available); and website address.
  - ☐ Legal status (i.e., sole proprietor, partnership, corporation, etc.).
  - ☐ State whether the organization is national, regional, or local.
  - ☐ State the location of the office from which the organization's work/service would be provided from. For organizations with multiple offices, briefly summarize for each office (identify *HOMEBASE*, if multi-office organization).
  - ☐ Clearly identify one individual who will serve as WCSD's main point-of-contact for this RFP process only and include a phone number and email address
  - ☐ Explain why the organization is interested in providing work/services to WCSD.
- ☐ Complete and submit all **REQUIRED FORMS** in the proposal under a separate tab or tab(s) within the proposal portfolios/binders.

**REQUIRED FORMS** are available for download on WCSD's Solicitation website at:  
<https://solicitations.washoeschools.net/Purchasing>

- ☐ EXHIBIT A – SIGNATURE PAGE (**REQUIRED FORM**)
- ☐ EXHIBIT B – PUBLIC DISCLOSURE FORM (**REQUIRED FORM**)
- ☐ EXHIBIT C – PRICE SCHEDULE/SPECIFICATION (SPEC) FORM (**REQUIRED FORM**)

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- ☐ Evaluation Criteria #1 through #5 (per Section 45) must be addressed and included in submitted proposal.
- ☐ Provide an overview of the organization including its ownership structure and its work/service, describing its capabilities, experience, and knowledge. Overview should demonstrate a range of experience (project types, client mix) with other public sector clients including other school districts. Explain the organization's experience with school districts of similar size.
- ☐ Provide a detailed explanation of the Proposer's approach and methodology as to how each phase will be organized and accomplished.
  - ☐ Explain how your organization will provide value to WCSD during each phase, and how the services you provide distinguish your organization from others.
  - ☐ Provide examples of experiences with other public agencies of how you added value to each process/phase described above, i.e., how your approach or assistance helped to avoid or solved an issue, saved the agency costs, etc.
- ☐ Provide a recommended timeline for each of the three phases of the project.
- ☐ Proposer should provide detailed explanation of the level of service being proposed to include:
  - ☐ Describe the level and type of support to WCSD for each phase of the project. For each phase, how many trips and duration of each trip anticipated to be onsite working directly with WCSD Project Team, Steering Committee, and Staff.
  - ☐ Number of virtual meetings and work sessions with the various groups listed above.
  - ☐ Total number of hours anticipated to be worked to complete engagement by phase by all awarded Proposer's staff assigned to the project.
- ☐ Provide an organizational chart showing the structure of the team and the key personnel to be assigned to the project.
- ☐ Identify each principal of the organization and all key personnel with detailed resumes that clearly reflect the specific experience and/or professional educational background in the represented field(s) of expertise.
- ☐ Clearly identify proposed project staffing based on project size and complexity. Include resumes and a brief synopsis of the experience of said staffing.
- ☐ If the organization's assigned personnel changes for any contracted project, WCSD must review and approve the replacement personnel in advance. The replacement personnel shall have, at minimum, equivalent qualifications as the originally assigned personnel.
- ☐ Identify potential sub-consultants, if any, by name, and address and describe work that may be performed.
- ☐ If applicable, provide any information related to Loss of Contract and/or Inability to Fulfill Requirements (refer to Section 7.4).

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- ☐ Provide at least five (5) public sector references, preferably with other mid- to large-sized school districts, specific to the scope of work/services requested in this RFP. References, including but not limited to currently employed WCSD staff, officials, Evaluation Committee members, or Board of Trustees will NOT be accepted.

References must include:

- ☐ Organization Name
  - ☐ Organization Address
  - ☐ Phone Number
  - ☐ Fax Number
  - ☐ Contact Person Name
  - ☐ Contact Person's Email
  - ☐ Organization's Website Address
  - ☐ Description of Proposer's Work/Services Provided to the Referring Organization
- ☐ Submit all costs, per phase, on **EXHIBIT C**, Price Schedule/Specification (SPEC) Form, in one (1) separate, sealed envelope as instructed in Section 1.2.
  - ☐ Submit any proposed contract required by the Proposer. WCSD may elect to execute Proposer's contract provided WCSD's standard terms and conditions in this proposal are incorporated into the final contract. Unless otherwise identified as such, WCSD's contract language takes precedence in all cases.

45.0 EVALUATION CRITERIA

Evaluation Criteria #1:

**Experience providing similar services for large government agencies; preferably school districts of similar size to WCSD**

Proposer should provide evidence and examples of similar work done for large government agencies especially for school district of similar size to WCSD. This could include samples of work performed and timelines for each of the three phases listed in Section 41. Proposer must demonstrate it has the experience and expertise to successfully perform the services required in this RFP.

Evaluation Criteria #2:

**Proposed Team**

Proposer should provide the team it intends to assign to the project including roles and responsibilities for each team member. The team provided should include the principals of the firm that will be accountable for the project, the firm's project sponsor, and each member that will be directly working on the project. An organizational chart along with resumes and background information for each member of the team should be provided as outlined in Section 44.

Evaluation Criteria #3:

**Approach, methodology and timelines for completing each of the three phases.**

Proposers should describe in detail the approach and methodology it will use to execute each phase of the project. This should include the estimated timeline for each phase. WCSD should understand how the Proposer intends to organize the project, what the milestones within each phase include, and when each milestone will be completed. Proposer should demonstrate an understanding of the depth and breadth of the project.



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Evaluation Criteria #4:  
**References**

Proposer should provide a minimum of five (5) references from large government agencies preferably from school districts of similar size to WCSD. As outlined in Section 44, those references must include organization name, organization address, phone number, fax number, contact person name, contact person's email, organization's website address, and description of Proposer's work/services provided to the referring organization. Proposer must contact each reference prior to providing references to WCSD for this RFP to ensure their willingness to provide a reference and to confirm that all contact information being provided is accurate and up-to-date. WCSD takes no responsibility for references who do not respond to WCSD during the reference-checking phase of this RFP process.

Evaluation Criteria #5:  
**Costs (per phase and total cost)**

Provide nine (9) copies of **EXHIBIT C** in one (1) separate, sealed envelope as instructed in Section 1.2. Costs should be separated out by phase and a total cost for the entire project should also be provided. Please use Exhibit C to provide these costs.

**NOTE: Evaluation Criteria #1 through #5 listed above must be addressed and included in submitted proposals. An Evaluation Committee will review the proposals and determine the best proposal in accordance with the scoring of the Evaluation Criteria. The final recommendation of award for this RFP will be subject to review and approval by WCSD's Board of Trustees.**

46.0 FORMAL INTERVIEWS & PRESENTATIONS

WCSD will be scheduling formal interviews and presentations of the Proposer(s) who are identified as a Finalist to provide an opportunity to present proposals to the Evaluation Committee. These formal interviews and presentations are TENTATIVELY scheduled to take place on August 3, 2023. The number of Proposers asked to participate will be determined by the WCSD's RFP Evaluation Committee and may be changed at the sole discretion of the WCSD. Formal presentations and interviews will take place at a WCSD local site of choice or may be conducted virtually. Proposer(s) chosen to participate in the interview and presentation process will be notified of the actual date, time, and location with no less than ten (10) business days' notice.

47.0 RFP PROCESS AND SELECTION MILESTONES:

The following is the **TENTATIVE** schedule for this RFP's process and selection milestones. WCSD reserves the right to change the schedule at any time.

| <b>MILESTONE:</b>                                   | <b>DATE &amp; TIME</b>                |
|---|---------------------------------------|
| Solicitation Posted/Distributed                     | June 5, 2023                          |
| Questions Deadline                                  | June 19, 2023 at 4:30 pm (local time) |
| Addendum for Questions & Answers Posted/Distributed | June 21, 2023                         |
| Sealed Proposals Due                                | July 7, 2023 at 2:00 pm (local time)  |
| Formal Interviews & Presentations of Finalists      | August 3, 2023                        |
| Letter of Intent Posted/Distributed                 | August 7, 2023                        |
| Award by Board of Trustees                          | August 22, 2023                       |
| Notice of Award Posted/Distributed                  | August 23, 2023                       |

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**END OF SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS**

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- ❖ **ALL REQUIRED FORMS SPECIFIC TO THIS SOLICITATION (LISTED BELOW) ARE AVAILABLE ON WCSD'S PURCHASING (NON-CAPITAL) SOLICITATIONS WEBSITE AT:**  
<https://solicitations.washoeschools.net/Purchasing>.
- ❖ **EXHIBIT A – SIGNATURE PAGE (REQUIRED FORM)**  
**If the SIGNATURE PAGE which is a REQUIRED FORM is submitted without a valid, authorized signature (refer to Section 1.12), the submission will be rejected in its entirety.**
- ❖ **EXHIBIT B – PUBLIC DISCLOSURE FORM (REQUIRED FORM)**
- ❖ **EXHIBIT C – PRICE SCHEDULE/SPECIFICATION (SPEC) FORM (REQUIRED FORM)**