



Washoe County School District

REQUEST FOR PROPOSAL (RFP)

SOLICITATION TITLE: Request for Proposal for Online Credit Recovery and Accrual Courseware for Middle School and High School Students

SOLICITATION #: 62-P-11-26-AS

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

This courseware program must provide a comprehensive standard and mastery-based curriculum that is up to date and appropriate for all learners in courses/curriculum required for graduation and 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 found here: <https://doe.nv.gov/offices/office-of-teaching-and-learning>. All courses must be approved by the Nevada Department of Education.

The Successful Proposer shall train designated WCSD staff on the use of the courseware program and all its available features. This training will enable WCSD staff to administer and maintain user accounts without assistance. The cost and fees for training must be included in the Proposer's submitted cost proposal.

DUE DATE & TIME: **December 22, 2025 at 2:00 pm (local time)**

PUBLIC OPENING: **December 22, 2025 at 2:30 pm (local time) via TEAMS Meeting**

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 **December 8, 2025** via email to: solicitations@washoeschools.net or submitted directly on the WCSD's Solicitations website at <https://solicitations.washoeschools.net/Purchasing>.

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

HOURS OF OPERATION: Monday – Friday 8:00 am to 4:30 pm (excluding holidays)

SURETY REQUIREMENT: NONE REQUIRED

Solicitation Facilitator: Dawn Allshouse

PUBLISH DATE: November 26, 2025

SOLICITATION # OF PAGES: 38

SOLICITATION EXHIBITS:

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

All REQUIRED FORMS (see list above) specific to this Solicitation are to be completed, signed, and included with proposals and are available to download on WCSD's Solicitation website at <https://solicitations.washoeschools.net/Purchasing>

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.*

NOTE: *Proposal submissions will NOT be accepted via email, fax, or verbally at any point of time in the RFP process (e.g., withdrawal and/or resubmitting for updated pricing). Only sealed proposal submissions will be accepted. Any proposal submissions that are otherwise received will be rejected. WCSD only accepts signatures done manually (also known as a wet signature) or electronic digital signatures that are certified. 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. Any signatures on required forms that do not meet these requirements will not be accepted and the Proposer's submission will be deemed "Non-Responsive" and will be rejected. If there are any questions about this requirement, please submit a question by the Questions/Inquires deadline, so that it can be answered prior to the submission deadline.*

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**GENERAL TERMS, CONDITIONS, AND
SPECIFICATIONS**

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

NOTE: If there is a "parent" company and/or if the company is a "dba," Proposers should specify that in their submission on **EXHIBIT A**.

SUBMISSION OF PROPOSAL

In response to this RFP, Proposers shall submit clearly labeled and indexed portfolios or binders and are to provide the following:

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

Thirteen (13) identical bound proposals, each one labeled as "COPY".

One (1) identical electronic copy of the proposal, including all **REQUIRED FORMS completed and signed (if applicable)**, in Microsoft Word, Microsoft Excel, or Adobe PDF format on one (1) flash drive with the sealed proposal submission.

- If discrepancies are found between the "MASTER" and any "COPY" of the proposal, the "MASTER" will be used to resolve the discrepancy.

FINANCIAL STABILITY (REQUIRED FOR PROPOSAL ACCEPTANCE CONSIDERATION)

Submit only one (1) copy of (A) Balance Sheets and (B) Income Statements for the last three (3) consecutive years of business operation.

If the requested documents (A and B above, at minimum) are not provided with the proposal, then WCSD reserves the right to reject the proposal as "non-responsive."

The financial documents are to be provided in one (1) separate, sealed envelope so that they can be easily forwarded to WCSD's Office of Business and Financial Service for review (EVALUATION CRITERION #2).

- Do NOT include any financial stability documentation in the proposal portfolios or binders.

Should a privately held company deem certain financial information to be *CONFIDENTIAL*, it must identify what information is to be considered confidential as deemed so by law.

Provide one (1) copy of **EXHIBIT C** (EVALUATION CRITERION #2). Copy must be submitted in one (1) separate, sealed envelope and labeled as "**EXHIBIT C – PRICE SCHEDULE/SPECIFICATION FORM**".

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.

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

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.

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

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: Request for Proposal for Online Credit Recovery Accrual Courseware for Middle School and High School Students
Solicitation #: 62-P-11-26-AS
Due Date & Time: December 22, 2025 at 2:00 pm (local time)

MAIL OR DELIVER PROPOSALS TO:
Washoe County School District
Brown Center – Purchasing Department
14101 Old Virginia Road, Room 0
Reno, Nevada 89521-8912

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.

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 Proposer will be notified.

Proposals will be opened publicly via a TEAMS meeting on December 22, 2025 at 2:30 pm (local time):

[Join the meeting now](#)

Meeting ID: 229 941 551 621 14

Passcode: iF9329cy

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.

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.

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.

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 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.

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*)

It is strongly suggested that the 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.

If the Proposer is a paid member of DemandStar and has downloaded a solicitation document from DemandStar at www.demandstar.com, Proposer will electronically receive from DemandStar any Addenda/Amendment(s) issued.

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>

Any proposal will be disqualified and rejected if EXHIBIT A is not signed and included in the sealed proposal submission.

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.

WCSD reserves the right to reject any proposal received, or any part thereof for any of, but not limited to, the following additional causes:

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 any resulting contract of this RFP and complete the work/service described.

WCSD investigation determines that Proposer is not qualified to meet the obligations of the contract and complete the work described.
Cost of work/service exceeds budgetary constraints.

WCSD's payment terms are NET 30 after service(s) are rendered and in receipt of an accurate invoice. WCSD reserves the right to not pre-pay for products and/or service(s). WCSD is tax-exempt and does not pay state/local taxes, interest, or late fees.

The awarded Proposer(s) must allow for WCSD Procurement Card (PCard) purchases/orders/transactions.

Exceptions to any General and/or Special Terms, Conditions, and Specifications in this solicitation must be noted accordingly on **EXHIBIT A**.

If more space is required to note exceptions than what is provided on **EXHIBIT A**, Proposer must attach additional pages referencing the solicitation title and solicitation number and submit **ALL pages with EXHIBIT A** with their proposal.

If additional pages of documented "exceptions" are not included with the submitted proposal, those pages of documented "exceptions" **will not** be accepted after the DUE DATE & TIME of submission and will not be considered for proposal evaluation and award.

Failure to note exceptions shall be interpreted to convey that the Proposer agrees to perform in the manner described and/or specified.

WCSD reserves the right to accept or reject any exceptions if deemed to be in the best interest of WCSD.

If there are any questions/inquiries about this requirement, Proposers are to submit their questions in writing directly on WCSD's Solicitations website at <https://solicitations.washoeschools.net/Purchasing> or via e-mail to solicitations@washoeschools.net by the QUESTION DEADLINE (refer to Page 1), so that they can be answered prior to the proposal DUE DATE & TIME (refer to Page 1).

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.

All proposals and accompanying documentation that are accepted by WCSD's Purchasing Department become the property of WCSD and will not be returned.

Proposer shall provide with proposal, a completed and signed **EXHIBIT B** available for download at <https://solicitations.washoeschools.net/Purchasing>.

Failure to submit a completed and signed **EXHIBIT B** with the proposal may be grounds for disqualifying the proposal from evaluation and award consideration.

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.

WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn by written notification delivered via e-mail to solicitations@washoeschools.net provided such notice is received prior to the DUE DATE & TIME identified on Page 1 of this RFP.

A request for withdrawal of a proposal received after the DUE DATE & TIME will not be considered.

The submitted proposal will be noted as "RB" (Reject Bid) on the Recommendation of Award (ROA) Tabulation.

PROPRIETARY & CONFIDENTIAL INFORMATION

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.

Proposers are advised that after a LETTER OF INTENT (also referred to as the Recommendation of Award) has been issued the complete content of all proposals will become public record, and nothing contained in the proposal will be deemed confidential unless deemed so by law.

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.

WCSD reserves the right to consider financial statements from privately held companies as confidential, but the separate, sealed envelope

FORMAL INTERVIEWS AND PRESENTATIONS

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.

If 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. No cost allowance or per diem will be paid by WCSD for this requirement.

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.

GOVERNING LAW, COMPLIANCE WITH LAW, AND ATTORNEY FEES

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.

No action involving the proposal and/or resulting contract may be brought except in the federal courts located in Washoe County, Nevada, USA. Proposer shall comply with all applicable federal, state, and local statutes, regulations, ordinances, or other legal requirements which apply.

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

DISPUTE RESOLUTION

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.

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.

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.

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.

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

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.

DEBARMENT, SUSPENSION, AND OTHER LEGAL MATTERS

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 is also an agreement that WCSD will be notified of any change in this status.

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).

Loss of Contract and/or Inability to Fulfill Requirements

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.

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.

NON-APPROPRIATION OF FUNDS

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.

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.

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.

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

DEFAULT AND CONTRACT TERMINATION RIGHTS

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

Deduct any unpaid balance due to awarded Proposer(s).

Procure the service(s) and/or product(s) from another source.

Hold the defaulting Proposer(s) responsible for any excess cost occasioned thereby.

Assess a penalty equal to five percent (5%) of the total proposal price.

Commence proceedings against any surety held in conjunction with the proposal.

Prohibit Proposer(s) to submit proposals for a period of not less than one (1) year and no more than five (5) years.

Pursue other appropriate legal remedies.

TERMINATION OF CONTRACT

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:

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

An opportunity for consultation with the Director of Procurement and Contracts of WCSD prior to termination.

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:

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.

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.

AMERICANS WITH DISABILITIES

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.

INSTALLATION

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.

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.

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.

Any awarded Proposer shall provide WCSD with a Certificate of Insurance (COI) form with Additional Insured Endorsement(s) affecting the coverage required.

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.

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.

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.

The COI must be signed by a person authorized to bind coverage on 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*

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 coverage shall contain no special limitations on the scope of protection afforded to WCSD, its officers, employees, agents, or volunteers.

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.

Upon renewal of the policies listed, awarded Proposer(s), or authorized Insurer(s) shall WCSD with replacement certificates.

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.

WCSD reserves the right to require awarded Proposer(s) to make available/check the wording of all required insurance policies at any time.

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.

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.

GENERAL LIABILITY INSURANCE

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

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.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

WORKER'S COMPENSATION COVERAGE

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).

PROFESSIONAL LIABILITY INSURANCE

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).

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

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

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

Professional Liability is not covered under additional Umbrella Liability Insurance.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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.

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.

It is understood that the awarded Proposer is responsible for and shall assume payment of all deductibles and/or self-insured retentions.

LICENSE AND CERTIFICATION

Proposers must be licensed and/or incorporated to do business in the State of Nevada.

Proposer shall possess all applicable licenses and/or certifications to perform the type of work/service in this RFP.

Proposer shall possess appropriate city and/or county business licenses, if applicable.

VESTED INTEREST

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.

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.

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.

Proposer covenants to its knowledge and ability that no person having any such interest shall be employed in performance of said work/service.

WARRANTY OF WORK/SERVICE

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.

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 to be inadequate in the judgment of WCSD, awarded Proposer shall re-perform the work/service and/or portion of the work/service that is unsatisfactory.

Awarded Proposer shall be liable for all costs/expenses incurred in the performance of corrective work and work/service, including travel, per diem, etc.

If applicable, Proposer is to provide information regarding any relevant manufacturer's warranty for any product(s) that may be provided as part of this solicitation. If the cost of a warranty is separate from the total proposed item price, the Proposer must provide the pricing of the warranty on **EXHIBIT C**, if applicable. The Proposer is responsible for providing details about the manufacturer's warranty with the bid submission. This should include the commencement and duration of the warranty, what parts and repairs are covered under the warranty, and the process for filing a claim under the warranty.

ASSIGNMENT

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."

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 and those documents are reviewed in the same manner as the originally awarded Proposer.

CONFIDENTIAL TREATMENT OF INFORMATION

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.

FORCE MAJEURE

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.

WCSD will not terminate any contract with the awarded/contracted organization that is unable to complete and perform the work/service due to FORCE MAJEURE.

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.

INDEMNIFICATION

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

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.

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.

INTELLECTUAL PROPERTY

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.

NO THIRD-PARTY RIGHTS

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

NON-ENDORSEMENT

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.

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.

RECORDS

Records shall be maintained as required by the awarded Proposer in compliance with applicable municipal, federal, and/or state laws, ordinances, codes, and as prescribed by WCSD.

Upon prior written notice, at a mutually agreed upon time and place, all records shall be made available to WCSD.

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.

OTHER EXPENSES

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.

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.

REFERENCES

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.

References, including but not limited to currently employed WCSD staff, officials, Evaluation Committee members, or Board of Trustees will NOT be accepted.

PROPOSAL NEGOTIATIONS

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.

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.

RFP AND CONTRACT AWARD GUIDELINES

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.

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.

Contractual commitments are contingent upon the availability of funds as evidenced by the issuance of a WCSD Purchase Order (PO).

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.

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.

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.

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.

LETTER OF INTENT (RECOMMENDATION OF AWARD)

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*)

Proposer may also obtain a copy of the LETTER OF INTENT (Recommendation of Award) by sending an email request to solicitations@washoeschools.net

APPEAL BY UNSUCCESSFUL PROPOSER

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.

Appellant must submit a notice of protest to WCSD's Director of Procurement and Contracts no later than five (5) business days from when the LETTER OF INTENT (Recommendation of Award) is posted. 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.

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).

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.

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.

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.

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/not upheld, a claim may be made against the bond by WCSD for expenses suffered by WCSD as a result of the unsuccessful appeal.

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.

SURETY

When a *surety* is required (refer to Page 1 for requirement), the surety must be submitted with the proposal. The surety shall be issued by a creditable surety company authorized to do business in the State of Nevada.

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 #62-P-11-26-AS
Brown Center – Purchasing Department
14101 Old Virginia Road, Room 0
Reno, Nevada 89521-8912

After formal award of this RFP has been made public, any submitted surety of the unsuccessful Proposer(s) shall be returned.

Depending on the proposal requirements, the amount of surety shall not be less than five percent (5%) of the total proposal submitted.

Said amount to be forfeited to WCS D should Proposer, to whom the contract is awarded, fails to enter into the contract in accordance with this solicitation.

PERFORMANCE BOND

When a Performance Bond is required, the awarded Proposer shall agree to furnish WCS D 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.

The Performance Bond shall be made payable to WCS D, executed by one or more surety companies authorized to do business in the State of Nevada.

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.

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.

PENALTIES

In case of default by awarded Proposer, the WCS D 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.

SEVERABILITY

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.

USAGE REPORT

When requested by WCS D, the awarded Proposer(s) will be responsible for compiling usage reports for any time period covered under this contract including, but not limited to product/service name, description, quantities ordered, invoice number, and invoiced pricing.

Usage reports are to be received within seventy-two (72) hours of request and sent via email to purchasing@washoeschools.net noting in the email "Subject" line the following:

- **USAGE REPORT FOR RFP #62-P-11-AS**

PRICE ADJUSTMENT AND COST ESCALATION

WCSD may allow for a price increase or decrease after the first six (6) months of the initial term, at the time of a renewal, or after six (6) of the renewal term. Any such price increase or decrease will be based on the Consumer Price Index (CPI) Western Zone as reported by the U.S. Bureau of Labor Statistics online at: <https://www.bls.gov/cpi>. Only the percentage change, whether it is an increase or decrease, between the then-current price and the CPI change for the applicable time period will be granted.

SCOPE OF SERVICES

SCOPE OF SERVICES

SCOPE OF WORK/SERVICES

WCSD is seeking an online credit recovery/accrual 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 courses/curriculum required for graduation and 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: <https://doe.nv.gov/offices/office-of-teaching-and-learning>. All courses must be approved by the Nevada Department of Education.

The Successful Proposer shall train designated WCSD staff on the use of the courseware program and all its available features. This training will enable WCSD staff to administer and maintain user accounts without assistance. The cost and fees for training must be included in the Proposer's submitted cost proposal.

PROPOSAL TECHNICAL REQUIREMENTS

- A. All software must be compatible with Windows 11 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. 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.
- E. 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.
- F. Solution should have a high level of interactivity and multi-modal learning opportunities. Program must provide diagnostic assessment testing.
- G. 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, there is an applicable exception, and/or consent to release data is provided by the parent or student.
- H. 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.

- I. 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.
- J. 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.
- K. Unless otherwise agreed in a 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.
- L. The curriculum must align with Nevada Academic Content Standards as adopted by the Nevada Department of Education (NDE) and Nevada State Standards.
- M. The curriculum must be customizable to align with the district's scope and sequence of content in courses.
- N. Supports should be provided for English Language Learners and Students on an Individualized Education Program (IEP).
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. The proposed courseware curriculum must offer a wide range of courses that will serve middle school students to meet the requirement for promotion to high school.
- T. The proposed courseware curriculum must offer a wide range of courses that will serve high school students to meet the requirements to graduate from high school. All courses must meet both advanced and remedial student needs.

- U. The courseware program should be mastery (competency) based whereby; students don't have to complete assignments where mastery has been established.
- V. Courseware program should provide Credit by Exam (CBE). In addition, it should provide options for advanced placement (AP), credit recovery, and supplemental credit.
- W. 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 are required. The courseware program must allow for transfer of student data between all WCSD sites.
- X. All online courses should be offered as semester courses. For any year-long courses offered, credit must be divided into two semesters.
- Y. 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.
- Z. Monthly enrollment reports should be provided to WCSD and the availability to print all material (not just practice sheets).
- AA. American with Disabilities Amendments Act (ADAAA) compliant video repository for instruction and support, and Office of Civil Rights (OCR) compliant for students with disabilities is required.
- BB. Solution should allow for collaborative group interaction with live stream group learning. Also, the potential to interact with virtual augmented reality should be available.
- CC. 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.
- DD. Mentorship role allowing monitoring access to support learners along with orientation for successful online learning for parents, mentor, teacher, and student.
- EE. 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.
- FF. 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.

GG. 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.

HH. 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.

TERM OF CONTRACT

WCSD intends to award this RFP to one (1) Proposer for an initial term of 3 years following the formal award by WCSD's Board of Trustees with two (2) optional one (1)-year renewal term[s], providing the awarded contract of this RFP's terms, conditions, and pricing remain unchanged, unless otherwise agreed to via an Amendment to renew.

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

RFP CHECKLIST

CHECKLIST FOR PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS

- Provide a complete TABLE OF CONTENTS in the proposal.
- Evaluation Criteria #1 through #6 (per Evaluation Criteria) must be addressed and included in submitted proposal.
- 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.
- 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).
 - Explain why the organization is interested in providing work/services to WCSD.
- Provide an overview of the organization 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.
- If there is a “parent” company and/or if the company is a “dba,” Proposers should specify that in the Statement/Letter of Interest and on **EXHIBIT A**.
- Complete, sign, and submit **EXHIBIT A and EXHIBIT B** in the proposal under a separate tab or tab(s) within the proposal portfolios/binders.
 - EXHIBIT A – SIGNATURE PAGE (REQUIRED FORM)**
 - EXHIBIT B – VENDOR/CONTRACTOR (EMPLOYEE) PUBLIC DISCLOSURE FORM (REQUIRED FORM)**

- Complete and submit **EXHIBIT C** in separate sealed envelope with the proposal submission. Refer to Submission of Proposal for specific instructions and requirements.
 - EXHIBIT C – PRICE SCHEDULE/SPECIFICATION FORM (REQUIRED FORM)**
 - **REQUIRED FORMS** are available for download on WCSD’s Solicitation website at: <https://solicitations.washoeschools.net/Purchasing>
- Provide an organizational chart showing the structure of the team and the key personnel to be assigned to projects.
- 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 Loss of Contract and/or Inability to Fulfill Requirements).
- Provide at least three (3) business-related references 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’s Name
- Organization’s Address
- Organization’s Phone Number
- Contact Person’s Name
- Contact Person’s Email
- Contact Person’s Phone Number
- Organization’s Website Address
- Description of Proposer’s Work/Services Provided to the Referring Organization

- Submit any proposed contract required by the Proposer. WCD may elect to execute the Proposer's contract provided WCD's standard terms and conditions in this proposal are incorporated into the final contract. Unless otherwise identified as such, WCD's contract language takes precedence in all cases.

RFP SCHEDULE

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.

MILESTONE	DATE / TIME
Solicitation Posted/Distributed	11/26/25
Questions Deadline	12/08/25 at 4:30 pm (local time)
Addendum for Questions & Answers Posted/Distributed	12/15/25
Sealed Proposals Due	12/22/25 at 2:00 pm (local time)
Formal Interviews & Presentations of Finalists	01/27/26
Letter of Intent Posted/Distributed	02/12/26
Award by Board of Trustees	03/10/26
Notice of Award Posted/Distributed	03/11/26

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 January 27, 2026. 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. 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.

EVALUATION CRITERIA

EVALUATION CRITERIA

EVALUATION CRITERION #1: FINANCIAL STABILITY

Provide the following, also addressed in (FINANCIAL STABILITY - PASS or FAIL)

NOTE: Submission and review of financial documents are required. WCSD's Office of Business & Financial Services will review all financial documents submitted by Proposers. Should a Proposer's submission of said financial documents be marked as "FAIL," then the Proposer's proposal will be rejected in its entirety and will not be considered for award.

- A. Submit only one (1) copy of (A) Balance Sheets and (B) Income Statements for the last three (3) consecutive years of business operation.
- B. If the requested documents (A and B above, at minimum) are not provided with the proposal, then WCSD reserves the right to reject the proposal as "non-responsive."
- C. The financial documents are to be provided in one (1) separate, sealed envelope, so that they can be easily forwarded to WCSD's Office of Business and Financial Service for review.
 - Do NOT include any financial stability documentation in the proposal portfolios or binders.
- D. Should a privately held company deem certain financial information to be *CONFIDENTIAL*, it must identify what information is to be considered confidential as deemed so by law.

EVALUATION CRITERION #2: Cost/Pricing/Fee Information and/or Schedule (25%)

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)

EVALUATION CRITERION # 3: Curriculum Alignment/Approved (25%)

- Courses Approved by the NDE – approval of all courses required for promotion to high school and graduation from high school.
- Customizable content within the courses so that the scope and sequence can match that of brick-and-mortar courses.
- 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).

EVALUATION CRITERION #4: Technical Requirements (20%)

- 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 compatibility with WCSD existing systems.
- Level of complexity with integration processes.

EVALUATION CRITERION #5: Background and Qualifications (15%)

- 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.
- Evidence that Proposer has experience with school districts roughly equal to WCSD's size.

EVALUATION CRITERION #6: Project Implementation (15%)

- 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.

NOTE: Evaluation Criteria #1 through #6 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.

REQUIRED FORMS AND EXHIBITS

REQUIRED FORMS AND EXHIBITS

- ❖ **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 an authorized signature, the submission will be rejected in its entirety.
- ❖ **EXHIBIT B – VENDOR/CONTRACTOR PUBLIC DISCLOSURE FORM (REQUIRED FORM)**
Is to be completed, signed, and submitted with the proposal submission.
- ❖ **EXHIBIT C – PRICE SCHEDULE/SPECIFICATION FORM (REQUIRED FORM)**
Must be completed and submitted with the proposal submission.