



**REQUEST FOR PROPOSAL (RFP)
SECTION A**

SOLICITATION TITLE: EMPLOYEE BENEFITS BROKERAGE AND CONSULTING SERVICES

SOLICITATION #: 12-P-07-27-LR

SCOPE OF WORK/SERVICES: Washoe County School District (WCSD) is soliciting formal proposals from qualified firms to provide employee benefits brokerage and consulting services (refer to section C).

DUE DATE & TIME: September 15, 2026 at 2:00 pm (local time)

PUBLIC OPENING: September 15, 2026 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 August 24, 2026** 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
The 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

FACILITATING PROCUREMENT PROFESSIONAL: Lorie Ramirez, Procurement Analyst

PUBLISH DATE: August 13, 2026

SOLICITATION # OF PAGES: 36

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**)
- EXHIBIT D – QUESTIONNAIRE

NOTE: The Facilitating Procurement Professional 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

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of Trustees may have their RFQS submission rejected from evaluation and award consideration.

******* IMPORTANT NOTICE *******

*Proposal submissions will **NOT** be accepted via email, fax, or verbally at any point of time in the RFQS 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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END OF SECTION A

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SECTION B

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

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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". Proposers are to include physical copies of the **REQUIRED FORMS** with their proposals.
- Nine (9) 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), 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.
- Provide one (1) electronic copy of **EXHIBIT C** (EVALUATION CRITERION #1) on the flash drive and one (1) printed copy both with the sealed proposal. The printed copy must be in one (1) separate, sealed envelope 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 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: Employee Benefits Brokerage and Consulting Services
Solicitation #: RFP #12-P-07-27-LR
RFP Facilitator: Lorie Ramirez
Due Date & Time: September 15, 2026 at 2:00 pm (local time)

MAIL OR DELIVER PROPOSALS TO:

Washoe County School District
The 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.

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- **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 September 15, 2026 at 2:30 pm (local time):

Microsoft Teams Meeting

Join: <https://teams.microsoft.com/meet/217801454517245?p=neA8S5IzNAbYvpsG6Q>

Meeting ID: 217 801 454 517 245

Passcode: rz6mt3Ss

- All accepted proposals and accompanying documentation by WCSD's Purchasing Department become the property of WCSD and will not be returned 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 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 for corrections and/or clarification
- 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*)
- Proposers are responsible for obtaining any addenda/amendment(s). It is strongly suggested that Proposers acknowledge receipt of addenda/amendment(s) by signing and returning any addenda/amendment(s) with their proposal.
 - 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

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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.

- WCCSD 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 WCCSD to believe that Proposer will be unable to carry out the obligations of any resulting contract of this RFP and complete the service described.
 - ❖ WCCSD's investigation determines that Proposer is not qualified to meet the obligations of the contract and complete the service described.
 - ❖ Cost of service exceeds budgetary constraints.
- WCCSD's payment terms are NET 30 after service(s) are rendered and in receipt of an accurate invoice. WCCSD reserves the right to not pre-pay for products and/or service(s). WCCSD is tax-exempt and does not pay state/local taxes, interest, or late fees.
- Awarded Proposer(s) must allow for WCCSD Procurement Card (PCard) purchases, orders, or 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.
 - WCCSD reserves the right to accept or reject any exceptions if deemed to be in the best interest of WCCSD.
- If there are any questions/inquiries about this requirement or other solicitation requirements, Proposers are to submit their questions in writing directly on WCCSD's Solicitations website at <https://solicitations.washoeschools.net/Purchasing/Admin/ProjectDetail?ProjectID=5003> or via e-mail to solicitations@washoeschools.net or by the QUESTION DEADLINE (refer to Page 1), so that they can be answered prior to the proposal submission DUE DATE & TIME (refer to Page 1).
- Proposer assumes all risks involved with the method of proposal delivery the Proposer chooses. WCCSD assumes no responsibility for the Proposer's failure to deliver a proposal in accordance with this RFP.

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

NOTE: The Facilitator for this RFP is identified on the cover sheet 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.

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 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 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.
- Refer to Section D for more information.

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

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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 service via a summons and complaint upon the WCSD.
- Failure to effectively provide 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

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.

- 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.
- WCSD, as a public agency, is required by NRS 332.045 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

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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 service under this RFP.
- If WCSD is unable to appropriate the necessary funds to pay for the service under this RFP WCSD reserves the right to contract with another party for the same 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 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 (A) not less than thirty (30) calendar days written notice of intent to terminate and (B) an opportunity for consultation with the Director of Procurement and Contracts of WCSD prior to termination.

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:

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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 service to be performed under the contract.

AMERICANS WITH DISABILITIES

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

INSTALLATION

- If applicable to the scope of service of this solicitation, the awarded Proposer shall make good and to the satisfaction of WCDSD any damage resulting from the 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.

MINIMUM SCOPE AND LIMIT OF INSURANCE

NOTE: WCDSD reserves the right to amend/adjust any limits (both occurrence and aggregate) listed herein with respect to all insurance coverages should it be deemed in the best interest of WCDSD.

Coverage shall be at least as broad as:

- Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence no less than \$2,000,000 general aggregate.
- Automobile Liability: ISO Form Number CA 00 01 covering any auto or if the Vendor has no owned autos, hired and non-owned autos, with a limit no less than \$5,000,000 per accident for bodily injury and property damage.
- Workers' Compensation: as required by the State of Nevada, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

OTHER INSURANCE PROVISIONS

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The insurance policies are to contain, or be endorsed to contain, the following provisions:

- Additional Insured Status

WCSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

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The Brown Center- Purchasing
14101 Old Virginia Rd, Room 0
Reno, Nevada 89521

- Primary Coverage

For any claims related to this contract, the Vendor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13. This requirement shall also apply to any Excess or Umbrella liability policies.

- Umbrella or Excess Policy

The Vendor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements.

The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Vendor's primary and excess liability policies are exhausted.

- Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to WCSD.

- Waiver of Subrogation

Vendor hereby grants to WCSD a waiver of any right to subrogation which any insurer of said Vendor may acquire against WCSD by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not WCSD has received a waiver of subrogation endorsement from the insurer.

- Self-Insured Retentions

Self-insured retentions must be declared to and approved by WCSD. WCSD may require the Vendor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or WCSD.

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The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$50,000 unless approved in writing by WCSD. Any and all deductibles and SIRs shall be the sole responsibility of the Vendor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. WCSD may deduct from any amounts otherwise due to the Vendor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. WCSD reserves the right to obtain a copy of any policies and endorsements for verification.

- Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to WCSD.

- Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage: The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

- Verification of Coverage

Vendor shall furnish WCSD with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.

All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by WCSD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. WCSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. WCSD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

LICENSE AND CERTIFICATION

- Proposers must be properly licensed and/or incorporated to conduct business in the State of Nevada and shall maintain all required city and/or county business licenses. Proposers must also possess all current and applicable licenses and certifications, including a contractor's license (if applicable), as well as any additional licenses or certifications identified elsewhere in this RFP and those required to perform the service described herein.

VESTED INTEREST

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- Any 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 sole benefit to the awarded Proposer under this RFP shall be payment for services rendered, products procured specifically for the performance of the services, and applicable deliverables as defined in any resulting contract. This includes deliverables identified in the awarded Proposer's proposal, as well as any additional services authorized in writing and approved by WCSD in accordance with the resulting contract.
- 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 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 service.

WARRANTY OF SERVICE

- Proposer warrants that any 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 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 service fails to meet the requirements and/or is deemed to be inadequate in the judgment of WCSD, awarded Proposer shall re-perform the service and/or portion of the service that is unsatisfactory.
- Awarded Proposer shall be liable for all costs/expenses incurred in the performance of corrective service, including travel, per diem, etc.
- If applicable to this RFP, Proposer is to provide information regarding any relevant manufacturer's warranty for any product(s) that may be provided as part of this solicitation. The cost of a warranty must be separated from the total proposed item price, the Proposer must provide the pricing of the warranty on **EXHIBIT C**. The Proposer is responsible for providing details about the manufacturer's warranty with their proposal 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 a formal purchase or acquisition by a Proposer 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-

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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.

- WCDSD will not terminate any contract with the awarded/contracted organization that is unable to complete and perform the service due to FORCE MAJEURE.
- WCDSD maintains the ability and right to secure other suppliers to provide said service, temporarily, if deemed to be in the best interest of WCDSD, until the awarded and contracted Proposer is able to return to said service and able to meet the requirements of any contract to this RFP.

INDEMNIFICATION

- The awarded Proposer agrees to defend, indemnify and hold harmless WCDSD, 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 service 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 service hereunder.
- The awarded Proposer agrees to indemnify and hold WCDSD harmless from any claim involving patent infringement and/or copyrights on goods supplied.
- WCDSD 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 service 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 WCDSD and/or any officer, employee, and/or agent of WCDSD 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 WCDSD is/shall become liable by final judgment to pay to a third party as the result of the negligence of WCDSD. Nothing herein shall constitute a waiver by WCDSD of any and all rights and privileges under any governmental immunity act and/or related statute.

INTELLECTUAL PROPERTY

- Any drawings, written reports, or other service products created and/or provided to WCDSD by the Proposer shall be considered works made for use and shall become the property of WCDSD. Such service products shall not contain the Proposer's proprietary or restrictive markings.

NO THIRD-PARTY RIGHTS

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

NON-ENDORSEMENT

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

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- 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 service and/or products relevant to this RFP, no overhead and/or profit shall be permitted.
- For travel, 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.
- Refer to Section C for more information.

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 the related Proposer's submitted proposal.
- 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 BASIS OF AWARD AND CONTRACT AWARD GUIDELINES

- Award(s) will be made in accordance with NRS Chapter 332 to the responsible Proposer(s) whose proposal(s) are determined to be the most advantageous to WCSD, considering price and the evaluation criteria set forth in this solicitation. WCSD reserves the right to conduct negotiations with Proposer(s) qualified for award consideration and to request Best-and-Final Offers (BAFOs), if deemed to be in its best interest. WCSD may make award based on the initial proposals received, without conducting interviews and presentations, if such action is determined to be in its best interest. WCSD further reserves the right to make one award, multiple awards, partial awards, or no award, including awards by line item, category, or scope of service, as permitted by law and determined to be in its best interest.

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- WCDSD reserves the right to waive any minor informalities or irregularities in proposals and/or any resulting contract of this RFP in its best interest.
- WCDSD reserves the right to award a resulting contract of this RFP based on individual scope of service elements, groups of elements, or all elements to a single Proposer. Taking into consideration the specified evaluation criteria, WCDSD will select the Proposer whose proposal is most advantageous to the WCDSD.
- Contractual commitments are contingent upon the availability of funds as evidenced by the issuance of a WCDSD Purchase Order (PO).
- Any additional contract documents conjoined as part of this RFP for final award consideration are subject to approval by WCDSD'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 WCDSD.
- WCDSD reserves the right to hold proposals for a period of ninety (90) days from the date of opening before awarding or rejecting said proposals.

TERM OF CONTRACT

- WCDSD intends to award this RFP to one (1) Proposers for an **initial term of four (4) years** following formal award by WCDSD's Board of Trustees. The contract may be renewed for up to three (3) additional 1-year terms (for a total contract term of four (4) years), provided that the terms, conditions, and pricing awarded under this RFP remain unchanged, unless otherwise modified by mutual written agreement through a formal amendment.

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:
 - WCDSD Solicitations website at:
<https://solicitations.washoeschools.net/Purchasing/Admin/ProjectDetail?ProjectID=5003>
 - 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 and note *RFP #12-P-07-27-LR: Letter of Intent Request* in the email "Subject" line.

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 WCDSD's Director of Procurement and Contracts no later than five (5) business days from the date of the LETTER OF INTENT (Recommendation of Award). The notice of protest must include a written statement setting forth specifically the reasons the person filing the notice believes the applicable provisions of the law were violated.

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- 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: _____
The 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 WCSD 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 (refer to Page 1 for requirement), 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.
- 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.
- The Performance Bond shall be conditioned upon the awarded Proposer's full performance of the service, in accordance with the plans, specifications, terms, and conditions of the award of RFP.

SOLICITATION TITLE: EMPLOYEE BENEFITS BROKERAGE AND CONSULTING SERVICES**SOLICITATION #: 12-P-07-27-LR**

- 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 WCSD may procure the 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 WCSD, 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 *RFP #12-P-07-27-LR: USAGE REPORT* in the email "Subject" line.

PRICE ADJUSTMENT AND COST ESCALATION

- Prices shall remain firm and fixed for the first six (6) months of the Initial Term. Thereafter, WCSD may consider a request for a price increase or decrease. A price adjustment may also be requested: (i) at the time a renewal is requested, or (ii) after the first six (6) months of any active Renewal Term.
- All requests must be submitted in writing with sufficient documentation supporting the proposed adjustment (e.g., changes in an objective, third-party benchmark like the Consumer Price Index) and are subject to the WCSD's review and mutual written agreement of both parties. 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.

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

SECTION C

SCOPE OF WORK/SERVICES AND TERM OF CONTRACT

SOLICITATION TITLE: EMPLOYEE BENEFITS BROKERAGE AND CONSULTING SERVICES
SOLICITATION #: 12-P-07-27-LR
SCOPE OF WORK/SERVICES AND CONTRACT TERM

BACKGROUND INFORMATION:

- The District's maintains a self-funded medical, dental and vision program through its Group Health Plan Insurance Fund. The District pays eligible claims directly and contracts with third parties for claims administration, provider networks, pharmacy benefit management, utilization management, and related services.
- The District offers two health insurance benefit options for participants including a PPO and a Qualified High Deductible Health Plan (QHDHP). For eligible retirees, a Medicare Retiree EGWP Plan (Medicare Part D Plan and Wrap Plan for Medicare Eligible Retirees) is provided.
- The District currently provides health and welfare benefits to approximately 12,500 employees, retirees, and eligible dependents.
- Employees and their eligible dependents are eligible for full coverage on their first day of employment. The District does not have any waiting period.
- The District currently pays the employee-only premium for its core benefit programs and provides employer HSA contributions for eligible HDHP participants. Employees may be responsible for dependent premiums and wellness-related premium differentials under the contribution schedules in effect for the applicable plan year.
- The District administers enrollment and employee communications internally and expects the selected consultant to support, rather than replace, the work of the District's Benefits Department.
- The District is implementing Oracle Fusion as its enterprise HR, payroll, and financial platform. The selected consultant may be required to assist with benefit-vendor integrations, eligibility files, data reconciliation, testing, and transition planning associated with that implementation.
- The District's Group Insurance Committee is an advisory public body that reviews the performance and funding of the District's self-funded medical and dental plans and makes recommendations to the Board of Trustees. Final authority remains with the District and the Board of Trustees, as applicable.
- The Plan year is January 1 through December 31. Any pricing, implementation, or work plans should support a January 1, 2027, plan year and consultant contract effective date.

SCOPE OF WORK / SERVICES

The Washoe County School District (District) is seeking proposals from qualified firms to provide employee benefits brokerage and consulting services.

The District seeks a qualified, independent advisor to provide high-quality service and support, at an appropriate market value, while strengthening strategic planning, financial stewardship, compliance support, data analytics, vendor accountability, member experience, and the long-term sustainability of the District's benefits programs.

The District invites qualified firms to submit proposals demonstrating their expertise in providing brokerage and consulting services for both fully-insured and self-insured health insurance plans in the state of Nevada. Proposers may recommend enhancements to the current service structure but must clearly identify the operational, financial, contractual, employee-relations, and implementation implications of each recommendation. Services that support the District in implementing their entire benefits plan including but not limited to, collaborating with the district's vendors and carriers, going out to market for certain policies on behalf of the District, and collaborating with the District's staff directly.

SOLICITATION TITLE: EMPLOYEE BENEFITS BROKERAGE AND CONSULTING SERVICES**SOLICITATION #: 12-P-07-27-LR****Programs included in Scope:**

Unless otherwise directed by the District, consulting services may encompass:

- The District's self-funded medical, prescription drug, and dental plans;
- PPO and qualified high-deductible health plan and HSA arrangements;
- Stop-loss insurance;
- Vision insurance;
- Basic and supplemental life insurance;
- Accidental death and dismemberment insurance;
- Long-term disability;
- Section 125, HSA, and FSA programs;
- COBRA;
- Employee assistance and wellness programs;
- Medicare-eligible retiree and EGWP coverage;
- Voluntary benefit programs;
- Other employee or retiree benefit programs designated by the District.

The scope does not include third-party claims administration, workers' compensation administration, or property and liability insurance consulting unless separately authorized by the District in writing.

Responsibilities to Include:

- Strategic, Compliance, and Expertise Services:
 - Serve as the District's independent strategic advisor regarding plan design, funding, contribution strategies, benefit administration, vendor structure, employee and retiree coverage, and long-term plan sustainability. Maintain updated guidance on self-insured and fully-insured health insurance plan components and implementation.
 - Provide current guidance regarding applicable Nevada law, including NRS Chapter 287, NRS Chapter 122A, and other laws and regulations affecting public-sector employee benefits.
 - Provide current guidance regarding federal requirements applicable to a self-funded, non-federal governmental health plan, including the Public Health Service Act, Affordable Care Act, HIPAA and HITECH, public-sector COBRA, MHPAEA, the No Surprises Act, the Consolidated Appropriations Act, Transparency in Coverage requirements, RxDC reporting, Gag Clause Prohibition Compliance Attestation, Section 125, HSA requirements, Medicare and EGWP requirements, PCORI fees, and applicable IRS information-reporting requirements.
 - Maintain a written annual compliance calendar identifying applicable notices, reports, filings, attestations, fees, and responsible parties.
 - Monitor proposed and enacted Nevada and federal legislation and regulations. Provide timely written summaries identifying potential financial, operational, contractual, employee-relations, and compliance impacts, along with recommended District actions and deadlines.
- Collaboration Services:
 - Broker and consultant will attend regular meetings with the District's Benefits Department to ensure they are providing guidance and expertise outlined above, review plan performance, challenges, strategic priorities, compliance requirements, vendor issues, implementation activities, and upcoming decisions.

SOLICITATION TITLE: EMPLOYEE BENEFITS BROKERAGE AND CONSULTING SERVICES
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- Broker and consultant will attend a yearly meeting with the District's Benefits Department to review the previous year's outcomes and set goals for the upcoming plan year.
- Broker and consultant will attend regular Group Insurance Committee meetings. The Broker and consultant is expected to give an in-person presentation at each meeting that provides the committee with reporting and context on the previous month's enrollment, fixed costs, claims costs, and high-costs claims. The broker and consultant will also be required to present data to the Group Insurance Committee, as requested by the District or Committee.
- Broker and consultant will be available for questions that come up regarding the District's plan document and health insurance compliance.
- Attend recurring meetings with the District's medical, pharmacy, dental, stop-loss, and other benefit vendors as requested by the District. The current meeting cadence with the principal administrator is generally weekly but may be modified by the District. Broker and consultant is expected to maintain strong working relationships with the District's current vendors and carriers.
- Broker and consultant is expected to ensure end of year claims are being processed timely and accurately in regard to the District's stop loss deductible.
- Broker and consultant will attend Board of Trustees, executive leadership, finance, labor-management, and collective-bargaining meetings when requested by the District.
- Broker and consultant will maintain an action-item log for recurring meetings and provide meeting notes, assigned responsibilities, and target completion dates within two business days following each meeting.
- Broker and consultant will provide a clearly identified account lead and qualified backup. Replacement of key personnel assigned to the District shall require prior District review and approval.
- Reporting and Underwriting Services:
 - Broker and consultant will provide the District with monthly reporting to include details on cost, incurred but not reported (IBNR) costs, etc.
 - Broker and consultant will provide the District with projected rates for the upcoming plan year. The rates projections will be completed for all self-funded plans and tiers including Cobra.
 - Broker and consultant will calculate, support, and provide the District with accurate PCORI fees every year.
 - Broker and consultant will support the District in reviewing claims utilization reports and implementing cost management programs/strategies based on the data.
- Procurement and Contracting Services:
 - Provide feedback and guidance for any RFPs the District conducts.
 - Assist the District and its Purchasing Department in developing specifications, questionnaires, data requests, evaluation tools, financial analyses, finalist questions, and negotiation strategies for benefit-related solicitations.
 - Complete RFPs and market checks on behalf of the District for life insurance, long-term disability, stop-loss coverage, EGWP plan, and more as the plan continues to expand.
 - Support competitive solicitations and negotiations for medical administration, pharmacy benefit management, dental, vision, life, long-term disability, stop-loss, EGWP, HSA/FSA administration, COBRA, wellness, and other benefit services as directed by the District.
 - Assist District in evaluating proposals on total cost, administrative fees, network access, discounts, rebates, guarantees, implementation requirements, employee disruption, contractual protections, service capabilities, and long-term financial impact.

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- Support the District in maintaining financial stewardship by negotiating aspects of each contract such administration fees.
- Assist the District, Purchasing Department, and the Office of General Counsel in negotiating contract terms, including pricing guarantees, performance guarantees, audit rights, data ownership, cybersecurity, HIPAA business associate requirements, termination rights, run-out services, implementation obligations, service credits, and transition assistance.
- The consultant shall not accept compensation from a vendor based on the vendor's selection or placement without prior written disclosure to and authorization from the District.
- Pharmacy Benefit and PBM Services:
 - Independently evaluate the District's prescription drug program, including ingredient costs, dispensing fees, administrative fees, data fees, rebates, manufacturer revenue, pharmacy spread, specialty pharmacy arrangements, formulary management, utilization management, prior authorization, site-of-care programs, and member access.
 - Identify all direct and indirect compensation associated with the pharmacy program, including compensation retained by the PBM, carrier, rebate aggregator, group purchasing organization, specialty pharmacy, parent company, subsidiary, or other affiliated entity.
 - Evaluate and disclose the financial and operational implications of relationships among the District's medical administrator, PBM, specialty pharmacy, rebate aggregator, and related companies.
 - Reconcile contractual rebate, discount, and pricing guarantees and assist the District in recovering amounts that are not paid or credited in accordance with the applicable contract.
 - Evaluate pass-through, transparent, traditional, carved-in, and carved-out PBM arrangements when directed by the District. Recommendations must account for total net cost, member disruption, implementation requirements, formulary impact, specialty-drug access, administrative burden, and contractual risk.
 - Assist the District in obtaining sufficient claims, rebate, pricing, and utilization data to independently validate the financial performance of the pharmacy program.
- Data Protection and Transition Services:
 - Execute a HIPAA-compliant Business Associate Agreement when required and comply with all District information-security, privacy, records-retention, and public-records requirements.
 - Use District data only to provide contracted services. District data shall not be sold, monetized, used to train artificial intelligence systems, or disclosed to another party without prior written District authorization.
 - All District-specific data, analyses, financial models, RFP specifications, reports, and other work products developed under the contract shall be owned by the District.
 - Identify all subcontractors and technology platforms that will receive, store, process, or access District data. Changes to material subcontractors shall require prior District approval.
 - Maintain appropriate professional liability, cyber liability, and other insurance required by the District. Report any actual or suspected security incident involving District information immediately and comply with all contractual investigation and notification requirements.
 - Upon contract expiration or termination, provide all District data and work products in a reasonably usable format and securely return or destroy remaining District data as directed.

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- Provide orderly transition assistance to the District and any successor consultant for up to 120 days following termination or expiration, including transfer of files, reporting history, contract records, open projects, compliance calendars, and vendor contacts.
- Compensation, Independence, and Conflicts of Interest:
 - Broker and consultant will notify the District of any changes to support to the account in writing.
 - Each proposer shall provide a fixed-fee, net-of-commission pricing option covering all services required by this RFP. A proposer may also provide an alternative commission-based option which the District may consider, but the fixed-fee option is mandatory.
 - The proposer shall disclose all direct and indirect compensation that the firm, its parent company, affiliates, subcontractors, and assigned personnel may receive in connection with the District's account. This includes consulting fees, commissions, overrides, bonuses, contingent compensation, placement fees, referral fees, marketing allowances, data fees, revenue sharing, vendor payments, and noncash compensation.
 - Any commissions or other compensation associated with District policies shall be separately identified and credited against the District's consulting fees unless the District expressly approves a different arrangement in writing.
 - The selected consultant shall provide an annual compensation and conflict-of-interest disclosure and shall update the disclosure within thirty days of any material change.
 - The selected consultant shall provide advice in the District's best interest, disclose any actual or potential conflict before making a recommendation, and identify any ownership, affiliate, referral, or compensation relationship involving a recommended vendor.
 - The consultant and its personnel shall comply with District ethics and vendor requirements and shall not provide gifts, entertainment, travel, or other items of value to District employees, committee members, or Trustees.

Proposers should submit detailed answers to the questions that are contained in **EXHIBIT D - Questionnaire**. Each respondent shall fully acquaint themselves with the scope of work and requirements set forth in this RFP. Respondents shall also thoroughly examine documents provided as Exhibits to this RFP and be familiar with plan specifications.

TERM OF CONTRACT

The District intends to award this RFP to one (1) Proposer for an initial term of four (4) years, with one (1) optional one-year renewal term. Renewal options may be exercised at the District's sole discretion, subject to satisfactory performance, continued need, available funding, and all required District approvals.

It is the intent of the District to award this RFP upon obtaining approval by the Board of Trustees. The contract shall begin on January 1, 2027 and ending December 31, 2030.

EXHIBIT D - QUESTIONNAIRE

Please provide a complete response to every question contained in **EXHIBIT D**. If a firm is partnering with other firms in order to provide a complete response to this RFP, please coordinate all partner responses and incorporate them (and identify the partner entity/s) into one comprehensive response to this RFP questionnaire. It will be assumed that your responses apply uniformly to all products and sites that you are quoting unless you clearly indicate otherwise.

END OF SECTION C

**SCOPE OF WORK/SERVICES AND
TERM OF CONTRACT**

SECTION D

PROPOSAL FORMAT & SUBMITTAL REQUIREMENTS CHECKLIST

SOLICITATION TITLE: EMPLOYEE BENEFITS BROKERAGE AND CONSULTING SERVICES
SOLICITATION #: 12-P-07-27-LR
PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS CHECKLIST

ALL REQUIRED FORMS are available for download on WCSD's Solicitation website at:
<https://solicitations.washoeschools.net/Purchasing/Default?ProjectID=5003>

- ☐ Provide a complete TABLE OF CONTENTS in the proposal.
- ☐ Evaluation Criteria #1 through #6 must each be addressed and included in submitted proposal. Refer to Section F for additional information.
 - ☐ Evaluation Criterion #1: Price Schedule/Specification Form
 - ☐ Evaluation Criterion #2: Strategic, Compliance, and Expertise Services and Pharmacy Benefit and PBM Services
 - ☐ Evaluation Criterion #3: Collaboration Services
 - ☐ Evaluation Criterion #4: Reporting and Underwriting Services
 - ☐ Evaluation Criterion #5: Procurement and Contracting Services
 - ☐ Evaluation Criterion #6: Data Protection and Transition Services
- ☐ Clearly identify one (1) 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; 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 where the organization's service would be provided. For organizations with multiple offices, briefly summarize for each office (identify *HOMEBASE*, if multi-office organization).
 - ☐ Explain why the organization is interested in providing services to WCSD.
- ☐ Provide an overview of the organization and its 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**.

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- ☐ 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 one (1) paper copy of **EXHIBIT C** in separate sealed envelope with the proposal submission. Refer to Section A for specific instructions and requirements.
 - ☐ **EXHIBIT C – PRICE SCHEDULE/SPECIFICATION FORM (REQUIRED FORM)**
- ☐ 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 least equivalent qualifications as the originally assigned personnel.
- ☐ If the Proposer intends to use any sub-consultants, the Proposer shall identify each sub-consultant by company name, contact name, address, phone number, and email address, and shall describe the services each sub-consultant may perform.
- ☐ If applicable, provide any information related to Loss of Contract and/or Inability to Fulfill Requirements. Refer to Section A for additional information.
- ☐ Provide at least three (3) current public entity customer references specific to the scope of service requested in this RFP. The reference contact must be the primary contact with whom the Proposer works on the referenced account. 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 Services Provided to the Referring Organization

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- ☐ Submit any proposed contract required by the Proposer. WCSD may elect to execute the 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.
- ☐ Complete and submit **EXHIBIT D** under a separate tab within the proposal portfolios/binder.

END OF SECTION D

**PROPOSAL FORMAT &
SUBMITTAL REQUIREMENTS CHECKLIST**

SECTION E

TENTATIVE SOLICITATION PROCESS SCHEDULE

SOLICITATION TITLE: EMPLOYEE BENEFITS BROKERAGE AND CONSULTING SERVICES
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TENTATIVE SOLICITATION PROCESS SCHEDULE

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

MILESTONE	DATE / TIME
Solicitation Posted/Distributed	August 13, 2026
Questions Deadline	August 24, 2026 at 4:30 pm (local time)
Addendum for Questions & Answers Posted/Distributed	August 28, 2026
Sealed Proposals DUE	September 15, 2026 at 2:00 pm (local time)
Formal Interviews & Presentations of Finalists	November 5, 2026
Letter of Intent Posted/Distributed	November 12, 2026
Award by Board of Trustees	December 8, 2026
Notice of Award Posted/Distributed	December 10, 2026

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 November 5, 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.

END OF SECTION E

TENTATIVE SOLICITATION PROCESS SCHEDULE

SECTION F

EVALUATION CRITERIA

SOLICITATION TITLE: EMPLOYEE BENEFITS BROKERAGE AND CONSULTING SERVICES
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EVALUATION CRITERIA

☐ **EVALUATION CRITERION #1: PRICE SCHEDULE/SPECIFICATION FORM**

Proposers will be evaluated on the completeness, accuracy, and clarity of the submitted Price Schedule (**EXHIBIT C**). The Evaluation Committee will assess whether all required pricing elements are included, clearly presented, and aligned with the Scope of Work. Pricing must be submitted in a separate sealed envelope in accordance with the instructions, and will be reviewed for reasonableness, competitiveness, and overall value to WCSD.

☐ **EVALUATION CRITERION #2: STRATEGIC, COMPLIANCE, AND EXPERTISE SERVICES AND PHARMACY BENEFIT AND PBM SERVICES**

Proposers will be evaluated on their demonstrated expertise in employee benefits consulting, regulatory compliance, and pharmacy benefit management services. The Evaluation Committee will consider the Proposer's knowledge of applicable federal and Nevada laws and regulations governing employee benefit programs, as well as their experience supporting self-funded and fully insured plans of similar size and complexity. Evaluation will also include the qualifications and expertise of assigned personnel, access to specialized resources such as pharmacy, compliance, actuarial, underwriting, and benefits consulting professionals, and the Proposer's experience providing pharmacy benefit and PBM consulting services that align with the District's needs.

☐ **EVALUATION CRITERION #3: COLLABORATION SERVICES**

Proposers will be evaluated on their ability to serve as a collaborative and responsive partner to the District. The Evaluation Committee will consider the Proposer's approach to communication, account management, and ongoing support, including their availability to attend meetings identified in the Scope of Work. Consideration will also be given to the Proposer's demonstrated ability to build productive working relationships, effectively collaborate with District stakeholders, and confidently present information, recommendations, and analyses to the Group Insurance Committee and Board of Trustees.

☐ **EVALUATION CRITERION #4: REPORTING AND UNDERWRITING SERVICES**

Proposers will be evaluated on their ability to provide meaningful reporting, underwriting support, and financial analysis services. The Evaluation Committee will consider the quality and relevance of reporting examples provided, as well as the Proposer's ability to explain findings and translate data into actionable recommendations. Evaluation will also include the methodologies used for rate projections, forecasting, and financial planning, along with demonstrated experience supporting self-funded plan analysis, claims trend evaluation, and cost management initiatives that promote informed decision-making and long-term sustainability.

☐ **EVALUATION CRITERION #5: PROCUREMENT AND CONTRACTING SERVICES**

Proposers will be evaluated on their experience and capability in supporting procurement, contracting, and competitive solicitation processes. The Evaluation Committee will consider the Proposer's ability to assist with District-issued RFPs, develop and manage procurements on the District's behalf, and implement effective solicitation strategies that achieve organizational objectives. Evaluation will also include the Proposer's approach to negotiating favorable financial, contractual, and performance terms, as well as their ability to demonstrate strategies that promote financial stewardship, competition, and long-term value for the District.

☐ **EVALUATION CRITERION #6: DATA PROTECTION AND TRANSITION SERVICES**

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Proposers will be evaluated on their ability to safeguard confidential information and provide effective transition support throughout the contract lifecycle. The Evaluation Committee will consider the Proposer's demonstrated commitment to data privacy, security practices, and compliance with applicable confidentiality requirements. Evaluation will also include the Proposer's approach to transition planning, implementation support, and knowledge transfer to ensure continuity of services and minimize disruption at contract commencement, renewal, or conclusion.

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.

END OF SECTION F

EVALUATION CRITERIA

SECTION G

REQUIRED FORMS (EXHIBITS)

REQUIRED FORMS (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/Default?ProjectID=5003>
- **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.

END OF SECTION G

REQUIRED FORMS (EXHIBITS)