



REQUEST FOR PROPOSAL (RFP)

RFP TITLE: Health Insurance Benefit Program

RFP NUMBER: 19-002

SCOPE OF WORK/SERVICES: Washoe County School District (WCSD) is seeking proposals for its health insurance benefit program and related services to assess if there are more favorable delivery and/or funding arrangements available to the District. Through this RFP, the District will evaluate the possible replacement of its current program and plans.

RFP DUE / OPENING DATE & TIME: **January 30, 2019 at 2:00 P.M. (PST)**

QUESTIONS: All questions must be submitted by email to solicitations@washoeschools.net. **Questions must be submitted no later than 4:30 p.m. (local time) on January 9, 2019.**

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

SURETY REQUIREMENT: **NONE REQUIRED**

AGENCY CONTACT PERSON: Andrea Sullivan
Director of Procurement and Contracts

ADVERTISEMENT DATE: December 18, 2018

NUMBER OF PAGES IN THIS RFP: 28

EXHIBITS: 1-10

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GENERAL TERMS AND CONDITIONS

1.0 SUBMISSION OF RFP

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

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

1.1.2 Fourteen (14) identical bound COPIES; and

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

1.1.4 ALL cost/pricing fee information and/or schedules (per Section 49, Criteria B) must be submitted in a separate, sealed envelope and identified as cost proposal.

1.1.5 FINANCIAL STABILITY

- Submit (A) Balance Sheets, (B) Income Statements and (C) Statement of Cash Flow (if available) for the last three (3) consecutive years of operation.
- If the requested documents (A and B, at minimum) are not provided with Proposal, then WCSD reserves the right to reject proposal as "non-responsive."
- The financial documents should be provided in one (1) separate, sealed envelope, so that it can be easily forwarded to WCSD's Office of Business and Financial Services for review (Section 49, Criteria A).
- Please do not include these statements in the proposal binders.

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

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

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

Agency/Firm Name:	_____
RFP TITLE:	Health Insurance Benefit Program
RFP #:	19-002
DUE/OPENING DATE & TIME:	January 30, 2019 at 2:00 P.M. (local time)

<u>Mail or Deliver RFP To:</u>	Washoe County School District Purchasing Department, Room 0 14101 Old Virginia Road Reno, NV 89521-8912
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- 1.5 In order for an RFP to be considered, it is mandatory that the RFP documents be received and time-stamped in the WCSD Purchasing Department, Room 0, prior to 2:00 pm (local time) on the due date outlined in the RFP document.
- 1.6 Information should be prepared to provide a straightforward, concise delineation of capacities to satisfy requirements of the RFP and submitted using required forms identified in this RFP document. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should be placed on conformance to RFP instructions, responsiveness to RFP requirements, completeness and clarity of content.
- 1.7 Any irregularities or lack of clarity in the RFP should be brought to the attention of WCSD's Purchasing Department for correction or clarification.
- 1.8 When a **surety** is required, such surety shall be acceptable only in the form of a Bid Bond, Certified Check or Cashier's Check in the amount stated. The surety must accompany the submission. After award of solicitation by the authorized WCSD representative(s) is obtained, the bid surety of the unawarded Proposers shall be returned.
- 1.9 Addenda issued may become an integral part of this RFP. All addenda are posted on the WCSD Purchasing website at: <http://www.washoeschools.net/Page/778>
 - 1.9.1 Proposer should acknowledge receipt of Addenda by signing and returning any copies with the Proposer's RFP submission. It is the Proposer's responsibility to insure receipt of any addenda. Failure to submit a signed Addendum may result in rejection of an RFP.
 - 1.9.2 To insure that Proposer receives any Addenda issued on a bid downloaded from the WCSD website, Proposer must notify WCSD Purchasing Department via email at solicitations@washoeschools.net with name, address, phone, and fax numbers. Once this is done, Purchasing will automatically send any addenda documents required by this proposal.
 - 1.9.3 If Proposer is a member of DemandStar and has downloaded a solicitation document from DemandStar at www.demandstar.com, Proposer will electronically receive from DemandStar any addenda issued. (*Demandstar requires paid membership*)
- 1.10 An authorized representative of Proposer's firm must sign this RFP document (Section 58). An unsigned proposal will be disqualified/rejected.
- 1.11 Any prices quoted shall be F.O.B. destination and exclusive of federal, state and local taxes. No shipping charges will be allowed.
- 1.12 All costs incurred in the preparation and submission of responses to the RFP shall be the responsibility of the Proposer.
- 1.13 Proposer assumes any and all risks involved with method of dispatch chosen. WCSD assumes no responsibility for Proposer's failure to deliver RFP in accordance with the specified receiving point and time stated herein.
- 1.14 All proposals and accompanying documentation become the property of WCSD and will not be returned.

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1.15 Exceptions to any of the terms, conditions and/or specifications of this proposal must be noted in Section 57. Failure to note said exceptions shall be interpreted to convey that Proposer shall propose to perform in the manner described and/or specified. WCSD reserves the right to accept or reject any exceptions based on the best interest of the WCSD.

1.16 The District Contact Person for this RFP identified on Page 1 of this document is the facilitator of this RFP. Proposers may NOT contact anyone else regarding this RFP. Proposers contacting any other individual including, but not limited to, WCSD Staff, Officials, or Board of Trustees may be disqualified.

2.0 LATE PROPOSALS

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

3.0 WITHDRAWAL OF PROPOSAL

3.1 A proposal may be withdrawn by written notification delivered by mail, fax or e-mail provided such notice is received prior to the date and time set for the RFP opening.

3.2 A request for withdrawal of a proposal received after the scheduled opening will not be considered.

4.0 PROPRIETARY INFORMATION

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

4.2 Proposers are advised that after the Director of Procurement and Contracts has made a Recommendation of Award (ROA), the complete content of all proposals will become public record and nothing contained in the proposal will be deemed to be confidential. Proposers should not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Thus proposals should contain sufficient information to be evaluated without reference to any proprietary information.

5.0 VERBAL PRESENTATION/ORAL INTERVIEWS

5.1 WCSD reserves the right to require any or all Proposers to give a presentation or demonstration illustrating their abilities relative to this effort and/or attend an interview session to gauge their suitability to provide services for this project. If so requested, Proposer(s) shall make their personnel available within ten (10) calendar days of request. No cost allowance shall be permitted for this requirement.

6.0 GOVERNING LAW

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

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7.0 DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

7.1 As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Proposer must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal department or agency.

7.2 Submission of a signed proposal in response to this solicitation is certification that Proposer's firm (or any Sub-Proposer) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that WCSD will be notified of any change in this status.

7.3 Loss of Agreement and/or Inability to Fulfill Requirements

A. If Proposer has had an agreement terminated, or has a pending termination, or a settlement to avoid litigation or termination for default during the past five (5) years, all such incidents must be described.

B. Termination for default is defined as notice to stop performance due to Proposer's non-performance or poor performance, and the issue was either: (i) not litigated; or (ii) litigated and such litigation determined Proposer to be in default.

C. Proposer shall submit full details of all terminations for default, settlements, or pending terminations experienced in the past five (5) years including the other party's name, address, and telephone number. Proposer shall also present its position on the matter.

D. WCSD shall evaluate the facts and at its sole discretion may reject the Proposer's response if the facts discovered indicate that completion of an agreement resulting from this RFP may be jeopardized by selection of Proposer.

E. If Proposer has experienced no such settlement or terminations for default in the past five (5) years, and has no pending terminations, it must affirmatively declare this to be so.

8.0 FUNDING OUT CLAUSE

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

8.2 WCSD would only exercise the *Funding Out Clause* above, if the WCSD failed to appropriate the necessary funds to pay for the services under this RFP. In that case, WCSD may contract with another party for the same services immediately following the termination of a resultant contract specific to this RFP. However, should WCSD appropriate the funds at a later time, WCSD could issue a new RFP for these services.

9.0 DEFAULT

9.1 In case of default by awarded Proposer, WCSD may deduct any unpaid balance due the awarded Proposer, procure the product(s) or service(s) from another source, hold the defaulting awarded Proposer responsible for any excess cost occasioned thereby, assess a penalty equal to five percent (5%) of the total contract price, commence with proceedings

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against any surety and/or performance bond held in conjunction with the contract, debar the awarded Proposer for a period of not less than one (1) year or more than five (5) years, or pursue other applicable legal remedies.

10.0 TERMINATION OF CONTRACT

10.1 This contract may be terminated in whole or in part by WCSD for its convenience, but only after the awarded Proposer is given:

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

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

11.0 JOINDER OF LOCAL GOVERNMENTS

11.1 Nevada Revised Statute 332.195 – Joinder or mutual use of contracts by local governments states the following:

A. A governing body or its authorized representative may join or use the contracts of other local governments located within or outside this state with the authorization of the contracting awarded Proposer. The original contracting local government is not liable for the obligations of the local government 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 Proposer. The State of Nevada or other state is not liable for the obligations of the local government, which joins or uses the contract.

C. After the award of this RFP, all transactions, such as but not limited to inquiries, orders, warehousing and payment, will be made between participating local government and the awarded Proposer.

12.0 AMERICANS WITH DISABILITIES

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

13.0 INSTALLATION

13.1 If applicable, the awarded Proposer shall make good, to the satisfaction of the Capital Projects and Facilities Management Departments of the WCSD, any damage to the work of other trades caused by any installation.

13.2 Wherever, in these specifications, a particular brand or make of item is specified, the awarded Proposer shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item.

14.0 REQUIRED INSURANCE COVERAGE & VERIFICATION

14.1 The awarded Proposer shall, at the awarded Proposer's sole expense, procure, maintain and keep in force for the duration of the contract insurance conforming to the minimum limits as

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specified in this document. The awarded Proposer shall furnish WCSD with a Certificate of Insurance (COI) form with Additional Insured Endorsement(s) effecting coverage required (refer to Sections 14.5 and 15.3).

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

14.1.2 The awarded Proposer's authorized Insurer(s) shall have no right of recovery or subrogation against WCSD.

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

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

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

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

14.5 For the purpose of substantiating the requirement of the WCSD to be named as an "Additional Insured", the COI's "Description of Operations/Locations/Vehicles" section shall state the following:

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

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

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

14.8 The awarded Proposer shall furnish WCSD with COI with Additional Insured Endorsement(s) effecting coverage required.

14.9 All COIs and relative endorsements are to be received upon written request by WCSD to the awarded Proposer and must be reviewed and approved by the WCSD's Purchasing Department prior to any services being rendered and/or products procured.

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- 14.10 Although not a standard practice of WCSD, WCSD reserves the right to require of the awarded Proposer to make available to WCSD for review complete, "certified" copies of all required insurance policies at any time.
- 14.11 The awarded Proposer's insurance coverage shall be the primary insurance. Any insurance or self-insurance maintained by the WCSD, its officers, employees, agents or volunteers shall be in excess of the awarded Proposer's insurance and shall not contribute with it in any way.
- 14.12 Any failure of the awarded Proposer to comply with the reporting provisions of the policies shall not affect coverage provided to the WCSD, its officers, employees, agents, or volunteers.

15.0 GENERAL LIABILITY INSURANCE

15.1 During the life of the contract, the awarded Proposer providing service to WCSD shall maintain Comprehensive General Liability Insurance with the following coverages through an insurance carrier(s) licensed to do business in the State of Nevada and having a current A.M. Best rating of A-:VII or better:

- A. Premises-Operations
- B. Independent Contractor's Protection
- C. Products and Completed Operations
- D. Broad Form Property Damage
- E. Personal Injury (with Employee Exclusion deleted)
- F. Blanket Contractual Liability
- G. Property Damage Liability

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

15.3 By endorsement to the required General Liability policy, WCSD must be named as an "Additional Insured" for all liability arising from this contract. The Additional Insured Endorsement certificate should be the CG 20 10 11 85 or equivalent.

16.0 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

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

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

17.0 WORKER'S COMPENSATION COVERAGE

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

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18.0 PROFESSIONAL LIABILITY INSURANCE

18.1 During the life of the contract, the awarded Proposer shall maintain Professional Liability Insurance (Errors & Omissions) with minimum limits of at least one million dollars (\$1,000,000). The insurance required above may be proved under primary policies or by a combination of primary and excess policies. Professional Liability is not covered under additional Umbrella Liability coverage.

19.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

19.1 Any deductibles or self-insured retentions must be declared to and approved by the WCSD before any services are rendered and/or products procured.

19.2 WCSD reserves the right to request additional documentation, financial or otherwise, prior to giving approval of the deductibles and self-insured retentions before any services are rendered and/or products procured.

19.3 WCSD shall be notified of any changes to the deductibles or self-insured retentions made during the term of this contract or during the term of any policy.

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

20.0 LICENSE AND CERTIFICATION

20.1 Proposer must be licensed or incorporated to do business in the State of Nevada.

20.2 Proposer shall possess all applicable licenses and/or certifications to perform this type of service.

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

21.0 VESTED INTEREST

21.1 Proposer chosen cannot receive any benefits (directly or indirectly) or be party to other agreements that may emanate from recommendations, contracting actions, and or activities related to this effort.

21.2 The only benefit the awarded Proposer may derive from this project is payment for the identified work and optional tasks contained herein, including identified deliverables in awarded Proposer's initial RFP response and subsequent written additions to the agreement authorized by WCSD.

22.0 WARRANTY

22.1 Proposer warrants that any services rendered under this contract shall be performed with the degree of skill, care, and judgment customarily accepted as sound quality practices and procedures.

22.2 Proposer further warrants that any services rendered under this contract shall fulfill the requirements and intent of the entire contractual agreement inclusive of Proposer's RFP response.

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- If service fails to meet the aforementioned criteria and/or is deemed to be inadequate in the judgment of WCSD, awarded Proposer shall re-perform the service or portion of the service that is unsatisfactory.
- Awarded Proposer shall be liable for all costs and expenses incurred in the performance of corrective work and services, including travel, per diem, etc.

23.0 ASSIGNMENT

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

24.0 ATTORNEY'S FEES

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

25.0 COMPLIANCE WITH LAW

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

26.0 CONFIDENTIAL TREATMENT OF INFORMATION

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

27.0 COVENANT

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

28.0 DISPUTE RESOLUTION

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

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

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

28.4 If the matter is arbitrated, 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.

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

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

29.0 FORCE MAJEURE

29.1 Neither party shall be liable for failure or delay in performance under any agreement anticipated by this order in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations, and any other causes which are not within such party's reasonable control, whether or not the kind is specifically enumerated above. During any period of Proposer's inability to perform, WCSD may acquire from others said goods or services without incurring liability to Proposer.

30.0 PATENT INDEMNITY

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

31.0 PENALTIES

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

32.0 INDEMNITY

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

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

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

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33.0 INTELLECTUAL PROPERTY

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

34.0 NO THIRD-PARTY RIGHTS

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

35.0 NON-ENDORSEMENT

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

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

36.0 RECORDS

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

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

36.3 WCSD may audit, examine and/or take excerpts or transcripts from such records including, but not limited to, invoices, materials, payrolls, records of personnel, conditions of employment or any other data as may be pertinent to this RFP.

37.0 SEVERABILITY

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

38.0 EXPENSES

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

38.1.1 No overhead and/or profit shall be permitted.

38.1.2 Proposer shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by WCSD policies, regulations, and procedures for its own employees at the time the reimbursement request(s) are is/are made.

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39.0 REJECTION OF PROPOSALS

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

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

40.0 REFERENCES

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

41.0 PROPOSAL NEGOTIATIONS

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

42.0 CONTRACT AWARD GUIDELINES

- 42.1 WCSD reserves the right to waive any minor informalities or irregularities in proposals and/or agreements in its best interest.
- 42.2 WCSD reserves the right to award an agreement on the basis of individual scope of service elements, groups of elements or all elements to a single Proposer. Taking into consideration the specified evaluation criteria, WCSD will select the Proposer whose proposal is most advantageous to the WCSD.
- 42.3 Contractual commitments are contingent upon the availability of funds as evidenced by the issuance of a purchase order.
- 42.4 Any additional contract/agreement documents conjoined as part of this RFP for final award consideration are subject to approval by WCSD's legal counsel and may require approval of the Chief Financial Officer (CFO) or Board of Trustees prior to execution.

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- 42.5 Once awarded, this RFP (contract) will be the final expression of contract/agreement between the parties and may not be altered, changed, or amended except by mutual written approval agreement.
- 42.6 Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this RFP document, the awarded Proposer's proposal, and any additional contract/agreement submitted by the awarded Proposer, the language in this RFP document shall take precedence.
- 42.7 WCSD reserves the right to hold proposals for a period of ninety (90) days from date of opening before awarding or rejecting said proposals.

43.0 RECOMMENDATION FOR AWARD POSTING

- 43.1 It is the responsibility of the interested Proposer to obtain the Recommendation for Award (ROA).
- 43.2 The Recommendation for Award is posted on the following websites:
<http://www.washoeschools.net/Page/778>
www.DemandStar.com (*DemandStar requires paid membership*)
- 43.3 Proposer may also obtain the Recommendation for Award by contacting WCSD's Purchasing Department at solicitations@washoeschools.net.

44.0 APPEAL BY UNAwarDED PROPOSER

- 44.1 Any unawarded Proposer may appeal a pending Recommendation for Award.
- 44.2 Appellant must submit a written protest to the Director of Procurement and Contracts no later than six (6) calendar days after the date of the Recommendation for Award. 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.
- 44.3 Appellant shall submit a surety/bond (i.e., Protest Bond or Appeal Bond) with a good and solvent surety company authorized to do business in the State of Nevada or submit other security in a form approved by WCSD, which will hold the bond or other security until a determination is made on the appeal. Such bond must be submitted with the written protest to the Director of Procurement and Contracts.
- 44.4 The bond or other security shall be in the amount of twenty five percent (25%) of the total dollar value of Appellant's proposal, up to a maximum bond or other security amount of two hundred fifty thousand (\$250,000).
- 44.5 If Appellant is not satisfied with Director of Procurement and Contracts' response, Appellant may then appeal to an appeals committee designated by the WCSD. If Appellant is not satisfied with the appeals committee's response, Appellant may then appeal to the Board of Trustees, who will render the final decision.
- 44.6 Appellant will not seek any type of judicial intervention until WCSD has rendered its final decision on the protest.
- 44.7 WCSD is not liable for any costs, expenses, attorney's fees, and loss of income or other damages sustained by Appellant in proposal appeal process.

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44.8 WCSD will stay any award action until after the Board of Trustees renders a final decision.

44.9 If an appeal is granted and a bond was required, the full amount of the posted bond will be returned to Appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by WCSD because of the unawarded appeal.

45.0 RFP SURETY/BOND (BID BOND)

45.1 When a RFP surety/bond (Bid Bond) is required, every RFP shall be accompanied by a surety company certified Bid Bond or Cashier’s Check made payable to:

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

45.2 Depending on the requirements, the amount of surety shall not be less than five percent (5%) of the total RFP submitted. Said amount to be forfeited to WCSD should the Proposer, to whom the contract is awarded, fail to enter into the contract in accordance with the RFP.

45.3 Surety of the awarded Proposer shall be retained by WCSD until replaced by a Performance Bond.

46.0 PERFORMANCE BOND

46.1 When a Performance Bond is required, the awarded Proposer shall agree to furnish WCSD with a Performance Bond in the amount equal to one hundred percent (100%) of the total amount of the proposal award for the initial period.

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

46.3 The Performance Bond shall be conditioned upon the awarded Proposer’s full performance of the service, in accordance with the plans, specifications, terms and conditions of the award of proposal by the Board of Trustees.

46.4 In the event the contract is renewed, a new Performance Bond, if applicable, shall be requested for one hundred percent (100%) of the total amount of the RFP for the renewal period.

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

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SPECIAL TERMS AND CONDITIONS

47.0 SCOPE OF WORK/SERVICES

Overview:

The Washoe County School District (District) is performing a market review for its health insurance benefit program and related services to assess if there are more favorable delivery and/or funding arrangements available to the District. It is the District's intent to evaluate the possible replacement of its current program and plans through this Request for Proposal (RFP). The District may elect to replace all or portions of the current health insurance benefit program as deemed in the best interest of the District.

The District invites companies to propose fully-insured, fully-bundled self-insured (all self-funded elements), and/or other innovative full-service Medical/Prescription benefits solutions as outlined in this RFP for consideration.

Firms may join together for submission and consideration of packaged programs. Vendors proposing only separate components of a Medical/Prescription program will not be considered. Primary consideration for this RFP will be given to Medical/Prescription plans providing fully-insured, fully-bundled self-insured, and/or other innovative solutions that provide the services required as a part of this RFP. Secondary consideration will be given to dental plans submitted with Medical/Prescription proposals. Stand-alone dental proposals will not be accepted. The District reserves the right to award dental coverage or elect to stay with its current plan.

The District is not accepting any proposals from agents, brokers, consultants, or other independent sales representatives. LP Insurance Services, Inc. (LP) is the District's contracted insurance broker and will be consulting with the District throughout the RFP process. Any proposals received from agents, brokers, consultants or other independent sales representatives will not be considered.

The District's objectives are to preserve or improve the current level of Medical/Prescription benefit coverage and plan choice, at a lower cost while ensuring comprehensive provider access in accordance with the bargained commitments made by the District to its various bargaining associations.

Cost and sustainability in pricing are of paramount importance to the District as well as to the active and retiree population.

Each proposer is required to submit answers to the Questionnaire attached to this RFP as Exhibit 1. Answers must be very detailed in order to evaluate responses in comparison to all other proposers' responses.

Proposers should submit a detailed implementation plan including a timeline to implement the program. Additionally, proposers are required to submit names, backgrounds, and resumes for all key staff being proposed to work on this project as well as a detailed customer service plan to include the firm's overall approach to customer service as well as information pertaining to any call centers that would be utilized and the hours of operations for such call centers.

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.

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All proposals must provide coverage for Actives and Retirees (Medicare and Non-Medicare) and pricing must be blended as per NRS 287.0205

Proposers should match current Medical/Prescription plan designs and benefit levels as closely as possible. Please review all exhibits as necessary. Variance from current coverage must be clearly disclosed and summarized. The District reserves the right to accept or reject any such variances as it deems to be in its best interest. Proposals must provide coverage options for all elements of the District's Medical/Prescription coverage.

Wellness programs are not a required element of this RFP but will be considered if submitted. Submitted Wellness program elements must be fully outlined in the proposal.

Though not required, proposers must indicate if their proposal includes COBRA administration. Any COBRA administrative elements must be fully outlined for consideration to be given.

Proposers must demonstrate how their plan or program is compliant with requirements set forth in NRS 287.010 and/or demonstrate their legal authority to operate in Nevada as either an insurance company, TPA or other approved program. Failure to clearly and appropriately demonstrate applicable licensing and/or authority to operate may result in disqualification.

The failure or omission of any respondent to receive or examine any form, instrument, addendum, or other document or to acquaint themselves with conditions existing within this RFP shall in no way relieve them from any obligation with respect to its proposal or to the contract.

Each Proposer shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under whatever conditions it may encounter or create without extra cost to the District.

Exhibits to RFP:

The following Exhibits are provided as an integral part of this RFP. Proposers should look carefully through all Exhibits and consider all of the information contained therein in proposal submission.

Exhibit #	Exhibit Title
1	Questionnaire – this must be answered in detail by all proposers
2	PPO Summary Plan Document (Medical/Dental/Prescription)
3	EPO Summary Plan Document (Medical/Dental/Prescription)
4	QHDHP Summary Plan Document (Medical/Dental/ Prescription)
5	Complete Census (with demographic information and detailed plan information)
6	Claims Experience and Overall Plan Cost (plan years 2016, 2017, and 2018 YTD)
7	Data on Current Large Claimants
8	District's 2018 Open Enrollment Meeting Schedule
9	Prescription Utilization File (2017 and 2018)
10	Utilization by Provider (by dollar and encounter for 2017 and 2018 YTD)

Potential Proposers must submit a letter with a notice of intent to submit a proposal in order to receive Exhibits 5, 6, 7, 9 and 10. All other Exhibits will be available on the Purchasing Department's website. The notice of intent to submit a proposal should be emailed to solicitations@washoeschools.net.

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RFP Goals:

The District's goals for this RFP include but are not limited to:

- Excellent network access & management
- Effective medical and pharmacy utilization management
- Detailed flexible utilization and cost reporting
- Exceptional, dedicated customer service for the District and its employees
- Flexibility in plan design
- Efficient administration and administrative expense allocation
- Expert clinical guidance
- Multiple year pricing guarantees and long-term cost stability
- Achieve cost reduction
- Maintain or improve benefit levels with choice of plans
- Minimal disruption to employees and retirees

Background Information:

The District currently provides health and welfare benefits to approximately 7,600 subscribers and 4,800 dependents (total member enrollment of 12,400 Active, Retirees, COBRA).

The District's plan currently is an unbundled partially self-funded model. The District offers three benefit options for participants including a PPO, an EPO (self-funded HMO) and a Qualified High Deductible Health Plan (QHDHP) introduced in 2017.

Current Services and Vendors

Below is a list of health insurance services currently being offered by the District along with the company that is providing the services:

- Third-Party Administrator (TPA) / Medical Management – Hometown Health
- Network – Hometown Health (Nevada)
- Out of Area Wrap Network – PHCS / Multiplan (via Hometown Health)
- Primary Hospital Contracts – Renown, Carson Tahoe Hospital, Northern Nevada Hospital, and Tahoe Pacific Hospital through Nevada Health
- Dental Network - Guardian
- Pharmacy Benefit Administrator (PBA) – Welldyne
- Medicare Retiree Prescription – Medicare Part D / Employer Group Waiver Plan (EGWP) – United/Sav Rx
- COBRA – Infinisource through Hometown Health
- Wellness – Healthy Tracks through Hometown Health

Current Plans

- Preferred Provider Plan (PPO) with Prescription Plan
- Exclusive Provider Plan (EPO) with Prescription Plan
- Qualified High Deductible Health Plan (QHDHP) with Prescription Plan and HSA
- Dental Plan
- Medicare Retiree EGWP Plan (Rx Carve Out for Medicare Eligible Retirees)

Current Participation By Plan Type:

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Plan	Employees/Retirees	Total Members
PPO	6,783	10,803
EPO	195	325
QHDHP	622	1,271
Dental	7,600	12,399
Medicare EGWP	523	652

Eligibility Summary

Eligible Employees include:

- An individual regularly scheduled to work at least twenty-seven and one-half (27 1/2) hours per week;
- An employee designated as eligible by the District pursuant to an existing collective bargaining agreement;
- A District retiree who receives monthly payments under the State of Nevada Public Employees' Retirement System (PERS) and who elected to continue coverage at retirement pursuant to NRS 287.023 or NRS 287.0205;
- A surviving spouse of a deceased retiree who elects to continue coverage pursuant to NRS 287.023 or NRS 287.0205;
- A current elected member of the District's Board of Trustees; and a retired Trustee pursuant to NRS 287.024

Eligible Dependents include:

- A legally married spouse;
- A Domestic Partner as established in NRS 122A;
- A child who is under age 26 (i.e., through the end of the month in which the child turns age 26 to include: a natural child; a stepchild; a child placed under the court-appointed legal guardianship of the Employee; a child who is adopted by the Employee or placed with him for adoption prior to age 19).

Proposal Requirements:

The following information is provided for your use in preparing your proposal. It will be assumed that your proposal is based on these specifications unless your response specifically states otherwise. **The District reserves the right to accept or reject any deviations from specifications.**

1. Requested Options:

Exhibits 2, 3 and 4 present the plan designs for the District's current PPO, EPO and QHDHP options. Please provide Medical/Prescription plan options that match as closely as possible to these current plan designs. Also, please identify areas where you feel your plan options may not align with the current Medical/Prescription plan designs or benefit levels.

Proposers may also, or in lieu of the above, propose other Medical/Prescription plan option(s) or structure(s) they feel meet the stated goals of the District and provide more favorable Medical/Prescription benefit coverage and pricing.

Please provide a detailed summary of benefits for all proposed options and explain how the proposed option(s) differ from the current plans' benefit coverages and structures.

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2. Plan Year:

The Plan year is January 1 through December 31. The renewal date is January 1 of each year. All proposals should be for a January 1, 2020 effective date.

3. Billing and Eligibility Contacts:

The District directs all administration of its employee benefit programs from District Administrative offices in Reno, Nevada. There is a single billing contact and a single eligibility contact.

4. Employee Contributions and Total Plan Cost Projections:

The District currently contributes \$720.68 per month towards employee Medical/Rx and Dental coverages. The District does not contribute towards dependent coverage.

Below are the monthly employee contributions by tier and total plan cost projections.

2019 Monthly Employee Contributions - Medical / Rx and Dental				
Coverage Level	PPO	EPO	QHDHP	Dental
Employee Only	\$0.00	\$232.60	\$0.00	\$0.00
Employee + Spouse	\$394.08	\$765.77	\$192.47	\$28.64
Employee + 1 Child	\$241.12	\$553.35	\$62.25	\$20.21
Employee + Children	\$471.97	\$869.66	\$256.23	\$38.53
Employee + Family	\$620.18	\$1,061.16	\$379.29	\$47.91

(Employee contributions are made on pre-tax basis. Employee contributions for 2020 have not been determined.)

2019 Total Plan Funding (District & Employee) - Medical / Rx and Dental				
Coverage Level	PPO	EPO	QHDHP	Dental
Employee Only	\$661.33	\$893.93	\$510.69	\$59.35
Employee + Spouse	\$1,055.41	\$1,427.10	\$703.16	\$87.99
Employee + 1 Child	\$902.45	\$1,214.68	\$575.94	\$79.56
Employee + Children	\$1,133.30	\$1,530.99	\$766.92	\$97.88
Employee + Family	\$1,281.51	\$1,723.49	\$889.98	\$107.26

5. Enrollment and Communications:

Open Enrollment will take place from September to November each year for a January 1 effective date.

Open Enrollment meetings will be held at various schools and administrative offices throughout Washoe County, Nevada. Representatives from your organization will be expected to participate at all meetings and to work with District staff and its enrollment vendor to facilitate plan education and enrollment. A listing of Open Enrollment meetings scheduled for 2018 are provided in Exhibit 8.

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The District designs and uses a standardized enrollment procedure, including a universal enrollment form for all plans. Enrollment forms are not forwarded to individual plans.

The District provides District-produced comparative materials for all plans. You will be required to review the material applicable to your plan. You also will be required to provide your plan's materials (welcome kits, EOCs, SPDs, etc.) in hard copy and in soft copy for posting on the District's intranet.

6. Contract:

The contract holder will be the Washoe County School District. Please include a sample contract with your proposal. The District reserves the right to negotiate any contract terms and conditions with successful proposer and to accept or reject any terms and conditions.

Coverage begins on the 91st day of eligibility. However, Board members are effective the first day of office.

Coverage ends at midnight on the day the employee or dependent ceases to be eligible (e.g., last day worked). However, coverage continues during all paid absences from work. During an unpaid leave of absence, coverage continues up to the following limits:

- Leaves subject to mandates (FMLA, etc.): through duration of mandated period.
- Non-FMLA leaves and other personal leaves: 30 days.

An eligible retiree is an employee who retires as per NRS 287.0205, NRS 287.023 or NRS 287.024 and a spouse of deceased retiree who elected to continue coverage at retirement per NRS 287.0205, NRS 287.023 or NRS 287.024

7. Rates:

Rates must be proposed on a 5-tier basis guaranteed for the period January 1, 2020 through December 31, 2020. Present rates without commissions. Proposer must indicate any rate maximums / caps for 2021 and 2022.

Please indicate any performance standards offered and financial penalty if standards are not met. Please see questionnaire for more details.

Rates for these plans must be submitted in a separate, sealed envelope as described in Section 1.1.4.

48.0 SUBMITTAL REQUIREMENTS & FORMAT CHECKLIST

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

- Include a complete Table of Contents.
- Include a transmittal letter written on Proposer's letterhead with firm's full name, Proposer's legal status (sole proprietor, partnership, corporation or other), address, telephone and fax numbers and email address. This letter should state whether the organization is national, regional, or local and should state the location of the office from which work will be performed.

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- Provide a brief history of the firm, including any supplemental information such as samples of work, etc., which may be of assistance to the evaluation committee in determining the qualifications of the firm and/or individuals responding to RFP.
- Identify each principal of the firm and all key personnel. Include a one-page organizational chart.
- Identify senior-level principal, who will act as the primary professional assigned to the WCSD account and provide a resume. Describe this person's experience and qualifications. Should Proposer need to replace this senior-level principal, WCSD approval will be required.
- Identify all other key staff to be assigned to the project and include resumes for all key staff. Should Proposer need to replace any key staff assigned to the project, Washoe County School District approval will be required.
- Proposers should submit a detailed customer service plan including hours of operation for any call centers that will support the District as well as any other customer support functions/services that will be provided.
- Explain in detail the duration and extent of experience with school districts, and/or other government agencies of similar size and structure including name, address, and phone number of contact person for each operation.
- If applicable, submit names, addresses, phone numbers, and applicable licenses of all firms, which will provide services in conjunction with the performance of this RFP.
- Include a detailed response to Exhibit 1, Questionnaire. Proposer may request this document in Word by emailing a request to solicitations@washoeschools.net.
- Provide a detailed implementation plan including a timeline for implementing Proposer's program.
- Proposers must demonstrate that all requirements set forth in the Scope of Work in Section 47 have been met.
- ALL** Submittal Forms within Sections 54 through 58 must be submitted with RFP or the proposal may be rejected. Should Proposer fail to sign under authority the RFP document (Section 58), then the proposal shall be rejected (refer to Section 1.10).
- Provide these required forms/sections in RFP submission under a separate tab or tab(s).
- Submit any proposed contract/agreement required by the Proposer. WCSD may elect to execute Proposer's contract/agreement provided WCSD's standard terms and conditions in this Proposal are incorporated into the final agreement. Unless otherwise identified as such, WCSD's contract language takes precedence in all cases.
- Submit annual reports or financial statements for the last three (3) consecutive years of operation. At minimum, this includes Income Statements and Balance Sheets. **Such financial statements are a requirement of this RFP.** Failure to submit the required financial statements could result in rejection of proposal. Refer to Section 1.1.5 of this RFP (Financial Stability) and to Section 49A.

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- Submit cost/pricing fee information and/or schedules per Section 1.1.4 and Section 49H. ALL cost/pricing information and/or schedules must be submitted in a **separate, sealed envelope** and identified as cost proposal. Please include fourteen (14) copies of the pricing information in the separate, sealed envelope. The cost proposal must also outline how proposer will achieve cost stability for WCSD including any rate maximums/caps for 2021 and 2022.

49.0 EVALUATION CRITERIA

An evaluation committee will review the responses and determine the best proposal in accordance with the following evaluation criteria, which are listed below in no particular order. Final selection will be subject to review and approval by the WCSD's the Board of Trustees:

- A. Financial Stability - (PASS or FAIL) Submission and review as required per Section 1.1.5 of this RFP. WCSD's Office of Business & Financial Services will review all financial documents submitted by Proposers. Should a Proposer's submission of financial documents be marked as "FAIL," the Proposer's submission will be rejected in its entirety and will not be considered for award. Proposer will be notified.
- B. Responsiveness to RFP which includes each proposer addressing all requirements of this RFP thoroughly and demonstrating an understanding of the overall project including the depth, breadth, and complexity of the project. Implementation plan and timeline along with answers to portions of the Questionnaire (Exhibit 1) will also be considered.
- C. Demonstrated expertise and experience in this particular field including Proposer's experience and success in conducting similar work with school districts, and/or other government agencies of similar size and structure. References validating past experience will also be heavily considered. Qualifications of team proposed to service WCSD including resumes and description of responsibilities for each staff member will be considered.
- D. Provider network adequacy, size, geographic access and management. This includes, but is not limited to, answers to portions of the Questionnaire (Exhibit 1).
- E. Claims administration, client account management, customer service, and reporting capabilities. This includes, but is not limited to, answers to portions of the Questionnaire (Exhibit 1).
- F. Proposer has matched or enhanced overall benefit coverage levels including that proposer has provided medical and prescription coverage and all required program elements in their proposal.
- G. Pricing and Overall Cost Stability. ALL cost/pricing information and/or schedules must be submitted in a **separate, sealed envelope** and identified as cost proposal. The cost proposal must also outline how proposer will achieve cost stability for WCSD including any rate maximums/caps for 2021 and 2022.
- H. Other related factors

50.0 TERM OF AGREEMENT

It is the intent of WCSD to award a contract for an initial term of three (3) years beginning January 1, 2020 and ending December 31, 2022 with five (5) optional one (1) year renewals, providing both parties agree in writing to such renewals.

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51.0 PRICE ADJUSTMENT

Pricing provided by the Proposer shall not increase during the initial three (3) year contract term beyond what was proposed and agreed upon in writing with the original contract execution. After the initial contract term, if a renewal is exercised, a price adjustment may be submitted for review and authorization by WCSD prior to any optional renewal term.

52.0 TIMELINE OF EVENTS RELATED TO RFP:

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

Schedule of Events:	Date & Time:
RFP Released/Posted/Distributed	December 18, 2018
Deadline for Submitting Questions <i>(via email)</i>	January 9, 2019 at 4:30 PM (local time)
Addendum for Q & A Posted	January 16, 2019
Sealed Proposals Due/Open	January 30, 2019 at 2:00 PM (local time)
Formal Interviews & Presentation of Finalists	Week of March 11 – March 15, 2019 (1 day)
Letter of Intent – Recommendation of Award (ROA)	March 18, 2019
Contract Negotiation Period	March 21, 2019 – April 5, 2019
RFP Award by Board of Trustees	April 23, 2019
Notice of Award	April 25, 2019
Term of Contract	January 1, 2020 – December 31, 2022

53.0 EVALUATION PHASES

- Phase 1: Evaluation of the proposals submitted by responding firms. Weighted criteria will be used. If applicable to evaluation process, the Proposers scoring the highest points will move to Phase 2 ("Finalists").
- Phase 2: WCSD may elect to request formal presentations/interviews of the Finalists to provide an opportunity to present proposals to the evaluation committee (refer to Section 5.0). These formal interviews and presentations are **TENTATIVELY** scheduled to take place between March 11, 2019 and March 15, 2019. The formal presentations/interviews will take place at a WCSD local site of choosing and Proposers chosen to participate in the interview and presentation phase will be notified of the actual date, time, and location.
- WCSD reserves the right to adjust, add or remove phases to the evaluation process as deemed necessary for a thorough evaluation of the responses to determine the most competent, qualified firm.

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

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REQUIRED SUBMITTAL FORMS (Sections 54.0 – 58.0)

54.0 REFERENCE FORM

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

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

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

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

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55.0 PUBLIC DISCLOSURE FORM

Submitting Firm/Agency Name: _____

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

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

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

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

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

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Name	Employee (E) or Trustee (T)	Current (C) or Former (F)	Relationship / Association	Pecuniary Interest (Yes or No)

Signature: _____
Print Name: _____
Title: _____
Date: _____

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56.0 CONTACT INFORMATION

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

57.0 EXCEPTIONS TO THE TERMS, CONDITIONS AND SPECIFICATIONS

Exceptions to the Terms, Conditions and Specifications of this RFP must be noted in the space provided. Failure to note said exceptions shall be interpreted to convey that Proposer shall propose to perform in the manner described and/or specified. If more space is required, please attach additional sheet(s) referencing RFP title and number. **This form must be signed whether or not there are exceptions noted.**

58.0 PROPOSAL SIGNATURE

By signing this Proposal, I acknowledge the following:

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

Authorized Signature

Print Name

Title

Date