

Request for Proposals (RFP)

P015-25

The Board of Education for Douglas County School District 0001 (Omaha Public Schools)
Invites Submission of Proposals for:

Actuarial Consulting Services

TO BE CONSIDERED, PROPOSALS MUST BE RECEIVED PRIOR TO THE PROPOSAL
SUBMISSION DEADLINE.

LATE SUBMISSIONS WILL NOT BE ACCEPTED.

SUBMIT COMPLETED PROPOSALS TO:
Purchasing Lockbox

Omaha Public Schools
Subject: ACTUARIAL CONSULTING SERVICES

Important Proposal Submission Information and Deadlines:

Request for Proposals Title and RFP Number	P015-25 Actuarial Consulting Services
Date of Issuance of RFP	July 15, 2025
Deadline for Submission of Questions	July 22, 2025
Proposal Submission Deadline	August 12, 2025

Question Submission Email Box Address	servicebidsqa@ops.org
Proposal Submission Email Box Address	servicebids@ops.org
Microsoft Teams Meeting Phone Number	I 402-509-3892
Microsoft Team Conference ID for Proposal Opening	163 924 998#
Address for In Person Proposal Opening	District Operational Services Purchasing Division Omaha Public Schools 3215 Cuming Street Omaha, NE 68131

REQUEST FOR PROPOSALS—P015-25

Actuarial Consulting Services

TABLE OF CONTENTS

COVER PAGE	Page i
TABLE OF CONTENTS	Page ii
SECTION 1: Request for Proposals and Project Overview	Page 1
SECTION 2: Services Requirements	Page 1
SECTION 3: Proposal Requirements	Page 2
SECTION 4: Proposal Submission Requirements and Guidelines	Page 2
SECTION 5: General Terms and Conditions	Page 5
PROPOSAL FORM	Page 15
SIGNATURE PAGE	Page 16
EXHIBIT A: References	Page 17

1.0 REQUEST FOR PROPOSALS AND PROJECT OVERVIEW

The Board of Education (“Board”) of Douglas County School District 0001, a Nebraska political subdivision (Omaha Public Schools) (“District” or “OPS”) invites qualified and experienced actuarial firms to submit Proposals (“Proposals”) for furnishing actuarial consulting services the (“Services”) in accordance with Governmental Accounting Standards Board Statement No. 101 (GASB 101) and the requirements of the RFP Documents, to the District and its affiliates: Educational Service Unit #19, also a Nebraska political subdivision (“ESU”) and Friends of KIOS, a Nebraska non-profit corporation (“KIOS”) (ESU and KIOS are collectively referred to herein as the “Affiliates”). The District is requesting the submission of Proposals, prepared in accordance with the RFP Documents (as described in Section 4.2 hereof), from qualified and experienced firms (“Firm” or “Firms”). The Proposals submitted will be evaluated by the District’s evaluation committee which will make a recommendation to the Board of Education regarding which Firm or Firms should provide the Services to the District. The Board will make the final decision as to which Firm or Firms, if any, are selected to supply the Services. The District will negotiate a contract with the Firm or Firms so selected to provide the Services (the “Contract”). Once the terms of a Contract are negotiated and agreed upon by the District and the selected Firm or Firms, the Contract or Contracts will be presented to the Board of Education for approval.

1.1 PRELIMINARY SCHEDULE

July 15, 2025	Request for Proposals issued
July 22, 2025	Deadline for submitting questions by 2:00 p.m. CT
August 12, 2025	Proposals due by 2:00 p.m. CT
August 19, 2025	Committee review of all Proposals and selection of a short-list of Firms for further review and evaluation
August 20, 2025	Notification to short-listed Firms selected for further review
August 25, 2025	Committee’s further review of short-listed Firms and interviews with representatives of short-listed Firms if the District requires.
September 8, 2025	Recommendation of selected Firm to the Board of Education for approval and negotiation of the Contract. Presentation of the Contract to the Board for approval.

2.0 SERVICES REQUIREMENTS

2.1 GENERAL REQUIREMENTS

The District requests the submission of Proposals by experienced and qualified Firms that are interested in contracting with the District to provide actuarial services to value “compensated absences” in accordance with Governmental Accounting Standards Board Statement No. 101 (“GASB 101”) for inclusion in the Financial Statements of the District and its Affiliates for the fiscal year ending on August 31, 2025.

2.2 TERM

The term of the Contract between the District and the selected Firm will commence upon the execution of the Contract by the District and the selected Firm and shall end, unless sooner

terminated as provided in the RFP Documents, on March 31, 2026 (the “Initial Term”). The District, in its sole discretion, shall have the option to extend the Term of the Contract with the selected Firm by written notice to the Firm given at any time before expiration of the then current Term, for up to four successive one (1) year terms (the Extension Terms”) to provide the Services for the District’s Financial Statements for the fiscal years ending August 31, 2026, August 31, 2027, August 31, 2028 and August 31, 2029 (the Initial Term and the Extension Terms exercised by the District are collectively referred to as the “Term”). The decision to extend the Contract will be at the sole discretion of the District and will be based on the Firm’s performance and compliance with Contract requirements,

2.3 SERVICES TO BE PROVIDED

The Firm selected will provide actuarial services for the valuation of compensated absences offered by the District, and its Affiliates, including but not limited to the calculation of District’s actuarial computations for the proper valuation and reporting in accordance with GASB 101 (the “Consulting Services”) for the Initial Term of the Contract and any Extension Terms elected by the District.

2.4 DELIVERABLES

The Firm awarded the Contract for the Services will be expected to deliver to the District a written Valuation Report, prepared in accordance with the RFP requirements and GASB 101, containing the valuation of the compensated absences, together with the information referenced in Section 3.3.4.6 hereof. The names of the Firm staff involved in the data and information gathering, research, computation of the valuation and preparing the Valuation Report shall be identified in the Report, and the Report should be signed by an authorized representative of the Firm. The written Valuation Report, in both hard copy and electronic (PDF) format must be delivered to Shane Rhian, CFO, on or before October 10, 2025, to allow sufficient time to review the report and its findings and for the Districts auditors to include the Report’s findings in the District’s financial reports.

2.5 VALUATION REPORT MODIFICATION OR CORRECTION

In the event the District or its auditors believe that there is an error in the preparation of the Valuation Report or in the computation of the valuation of compensated absences, or if information upon which the Report was prepared was in error or incomplete, the Firm preparing the Report will correct the Report at no additional cost to the District. In the event that the District provided the Firm with materially inaccurate data, or information, or failed to provide data, or information, in its possession, that was needed for preparation of the Valuation Report, the cost of any work done by the Firm to correct the Valuation Report will be paid by the District as an additional service.

3.0 PROPOSAL REQUIREMENTS

3.1 GENERAL

The Firm’s proposal shall also contain, at a minimum, the following information under the following sections, which must be organized in the order shown below. The information provided by the Firm should be included within the Proposal Form that is a part of the RFP Documents, in the appropriate area indicated on that form. Firms may use a format of their choosing within the sections the Firm adds to the Proposal form. The District may reject any Proposal that does not contain the required information.

3.2 FIRM PROFILE

3.2.1 Identification of the Firm, including address of its principal office, the principal contact person, telephone and fax number, e-mail address and date the Firm was organized. State whether the Firm is a corporation, limited liability company, partnership or other entity and the state of organization.

3.2.2 Size of the Firm and the geographic scope of its operations (i.e., local, regional, national).

3.2.3 Identify the person signing the proposal and his or her relationship to the Firm. If such person lacks legal authority to bind the Firm to a contract, provide a current power of attorney authorizing the Proposal. Provide an address, telephone number, facsimile number and e-mail address (if applicable) for the person signing the Proposal and for anyone who executed a power of attorney authorizing the Proposal.

3.2.4 Provide the names of key personnel who will be assigned to provide the Services if the Firm is awarded the Contract and their education, qualifications, and all licenses and certifications held by each. Include an organizational chart that includes all personnel who will have a material role in furnishing services to the District. It is the understanding of the District that the key personnel who are proposed to be assigned to perform this work for the Firm will personally participate in the interview for the project if an interview of the Firm is requested. All costs of participating in such interviews will be the responsibility of the Firm.

3.2.5 State whether your Firm would utilize any sub-consultants or other subcontractors to perform any Services, listing as to each, the identities of each such entity and the duties to be performed by each. The Firm will be responsible for the work of its subcontractors.

3.3 EXPERIENCE

3.3.1 Provide profiles of up to three separate recent projects where your Firm has performed services which illustrate the experience of the Firm in projects of the type involved with this RFP. For each of the three projects, state: the owner's name, the location of the project, the scope of work for the project, the consultant's work responsibility on the project and the owner's project representative's name, address, and phone number.

3.3.2 State whether any client has in the past five (5) years terminated your services for cause. If so, please state the name of the client that terminated your services and the reason for such termination.

3.3.3 Describe the processes the Firm intends to use to achieve the timely completion of work outlined in the scope of work of this RFP. The consultant must clearly identify the processes and methods to be used for scheduling in order to meet project schedule and proposed budget.

3.3.4 The Firm's proposal must include a project plan for the actuarial services engagement to be performed under this RFP for the valuation of compensated absences. The project plan should include at a minimum, the following:

- 3.3.4.1 Approach and methodology for the valuation.
- 3.3.4.2 Approach and methodology to include compliance with GASB standards.
- 3.3.4.3 Data and other information requirements from the District.
- 3.3.4.4 Identification of project plan milestones.
- 3.3.4.5 Schedule for project completion and issuance of report.
- 3.3.4.6 Valuation Report elements to include:
 - .1 Liability valuation as of fiscal year end for leave types required by GASB 101.
 - .2 Summary of data and other information used for the valuation.
 - .3 Summary of actuarial methods and assumptions.
 - .4 Financial notes to be included in the District's and ESU's audited financial statement in the GASB prescribed format.

3.4 FEE STRUCTURE

3.4.1 Detail the Firm's fee structure proposed for this work and how it would be invoiced to the District. Include the manner in which fees would be calculated and any expense reimbursements that would be charged to the District. Include any changes in the fee structure that the Firm would make during any of the Extension Terms if exercised by the District.

3.4.2 Provide an estimate, based upon the Firm's proposed fee structure for the total cost of the Firm's services. This amount is for illustrative purposes only and should not be considered a bid or a guarantee of the amount that would be charged by the Firm. The amount to be charged will be subject to negotiation by the District and the successful Firm.

3.4.3 State the manner in which any additional services requested by the District would be charged. If the additional services are to be charged on an hourly rate, please provide a schedule of the hourly rates you charge by category of employee.

3.5 ADDITIONAL INFORMATION

Furnish any additional information regarding the Firm or its Services that the Firm believes would be helpful in evaluation of the proposal. Do not include advertising brochures or other promotional material in the proposal.

3.6 STATEMENT OF UNDERSTANDING

The Firm is to provide with its proposal a written statement that it understands the scope and requirements of the Request for Proposals and understands that if an award is made, the award will be based on compliance with the Request for Proposals requirements, the information furnished by the Firm and the District's determination of the Proposal that will best serve the interests of the District. By submitting a Proposal, the Firm submitting the Proposal understands that the District reserves the right to reject any or all Proposals or any part thereof and to waive any or all technicalities and irregularities in a Proposal.

3.7 SIGNATURE

An authorized individual must sign the Proposal for the Firm, and must certify that the information in the Proposal is true and correct to the best of that person's knowledge and belief. The required signature page format is attached to the RFP as Exhibit A. Failure to attach a completely executed signature page will be grounds for rejecting the Proposal.

4.0 PROPOSAL SUBMISSION REQUIREMENTS AND GUIDELINES

4.1 GENERAL

As used in this RFP, the term “RFP Documents” includes the Request for Proposals and Project Overview in Sections 1.0 and 1.1, the Services Requirements in Sections 2.0 to 2.5, inclusive, the Proposal Requirements in Sections 3.0 to 3.7, inclusive, the Proposal Submission Requirements and Guidelines in Sections 4.0 to 4.10, inclusive, the General Terms and Conditions in Sections 5.0 to 5.26, inclusive, the Proposal Form, the Signature Page, References (Exhibit A) and the Data Protection Agreement (Exhibit B). The RFP Documents are incomplete without all of these documents.

Proposals must be prepared and submitted in accordance with the requirements of the RFP Documents, together with all required information and attachments, and submitted electronically to the locked Proposal submission email box address listed on the cover page. Proposals submitted to any other email address will be rejected. The Proposals must include all attachments required by the RFP Documents. Any incomplete Proposal or Proposal not complying with the RFP Documents may be rejected by the District. Any Proposal received after the deadline for submission of Proposals will be rejected. The District will not be responsible for lateness of receipt of Proposals due to mail or delivery delays. The Firm submitting the Proposal shall have all risk of delivery failure or delay. The time stamp on the District's email will be the official clock utilized for purposes of determining when the deadline for submission of Proposals has been reached.

4.2 PROPOSAL PREPARATION

Firms submitting Proposals should prepare the Proposal on the unaltered Proposal Form provided in the RFP Documents. **DO NOT SUBMIT PROPOSALS ON ANY OTHER FORM.** Firms must provide all information and attachments requested with respect to the Proposal and shall complete all pertinent blanks on the Proposal Form. Failure to do so shall be grounds for rejecting the Proposal. Proposals should be prepared simply, providing straightforward, concise, and complete responses to the information requested. Firms must acknowledge on their Proposal receipt of all RFP addenda issued by the District. Only one Proposal may be submitted by any Firm.

The information requested in Section 3.0 of the RFP documents should be inserted into the Proposal Form in the space indicated. Please provide responses to all information requested. The responses should be made in the same order that the information is requested in Section 3.0 to assist in the review of the Proposal by the District. Only include the information requested.

4.3 PROPOSAL SUBMISSION

To be considered, one (1) copy of the Proposal prepared in compliance with the requirements of the RFP Documents must be submitted to the District by 2:00 p.m. CT on the Proposal submission deadline listed on the cover page. Proposals must be submitted electronically to the locked Proposal submission email box address listed on the cover page. All Proposals must comply with the following requirements:

- 4.3.1 The Proposal must be signed by an authorized representative of the Firm using the Signature Page provided in the RFP Documents and must be submitted by email in a pdf format.

- 4.3.2 The Proposal must be attached to and submitted with a transmittal email that contains the RFP Title and Number in the subject line of the email message.
- 4.3.3 The Proposal must contain all of the completed attachments, as required by this RFP.

Telephone, hard copy and facsimile Proposals may not be submitted and will not be considered. The District will not accept links to shared files in any Proposal. The time stamp on the District's email will be the official clock utilized to determine the time for the close of submission of Proposals.

4.4 PROPOSAL QUESTIONS

Any questions or requests for interpretation of this RFP and the RFP Documents must be submitted in writing and shall be submitted by e-mail to the question submission email box by 2:00 p.m. CT on the date designated as the deadline for questions. Both the question submission email box address and the deadline are listed on the RFP cover sheet. Answers to questions will be provided to all Firms known to District to have requested the RFP Documents, without indicating which Firm submitted the question.

These communications requirements have been established by the District to ensure a fair and equitable process for all potential respondents. The email address listed on the RFP cover sheet for questions is the only authorized location and representative of the District who can respond to questions regarding this RFP. Questions submitted in any other form, including by hard copy, facsimile and telephone, and questions submitted to an email address other than the one indicated in these RFP Documents will NOT be answered. Any attempt to communicate with or contact any Board Member, employee, or consultant of the District in any manner having to do with any aspect of this RFP prior to the deadline for submission of Proposals may result in the disqualification of the Firm as a potential contractor with the District.

4.5 WITHDRAWAL OF PROPOSALS

Prior to the opening of Proposals, any Firm submitting a Proposal may withdraw its Proposal by email notification that is received by the District Operational Services Office, prior to the time specified for close of the time for submission of Proposals. Withdrawals must be sent by email to the Proposal Submission Email Box listed on the cover page. A hard copy, facsimile, telephone or oral withdrawal request will not be honored. An e-mail addendum or modification in lieu of a withdrawal is not acceptable and will be rejected. Properly withdrawn Proposals may be re-submitted up to the time for the close of submissions, in the same manner as required for submitting initial statements of qualification. After opening of Proposals, the Proposal shall remain open and subject to acceptance by the District for ninety (90) days and may not be withdrawn or modified prior to the expiration of such ninety (90) day period.

4.6 OPENING OF PROPOSALS

Proposals will be opened at the Teacher Administrative Center, 3215 Cuming Street, Omaha, Nebraska 68131 in public immediately following the Proposal submission deadline stated on the RFP Documents cover page. Those submitting Proposals can attend the opening in person or join the opening remotely by accessing Microsoft Teams meeting at 1 402-509-3892 within the United States. The Phone Conference ID is listed on the RFP cover page. If attending in person, please arrive at the security desk at least 15 minutes prior to the 2:00 p.m. CT deadline.

4.7 PROPOSAL TABULATION

Notes may be taken at the public reading of the Proposals at the specified time and date of the opening, or a personal inspection may be made of the Proposals after award has been made and documents are placed in central files. In lieu of a visit, a tabulation of Proposals may be obtained by a written request including the RFP number, a self-addressed envelope, and a check for \$5.00 for the first 20 pages and \$0.25 for each additional page over 20 pages, (do not send cash), payable to Douglas County School District 0001, for each tabulation requested. The request may be included with a Proposal submission or mailed to the Purchasing Division of the District.

4.8 PROPOSAL EVALUATION AND SELECTION CRITERIA

The evaluation committee will review and evaluate all compliant and properly submitted Proposals, assessing the qualifications and abilities of each Firm submitting a Proposal, based on the criteria identified below and such other additional criteria as the District believes in its discretion to be relevant to the evaluation of the Proposals. From that review, the Committee will designate a short-list of Firms for further evaluation. The evaluation committee will further review the Proposals of the short-listed firms, including contacting references. The evaluation of the short-listed firms may also include interviewing the short-listed firms. After that additional evaluation, the committee will advise the Board of Education of the Firm that the committee is recommending to be named as the successful Firm, based upon the evaluation committee's determination of which Firm or Firms will best perform the Services required, assure proper and timely completion of the work and provide the best value to the District. The District may select one or more Firms. The evaluation criteria to be considered includes, but is not limited to, the following:

- 4.8.1 Compliance with RFP requirements and the comprehensiveness and responsiveness of the Proposal.
- 4.8.2 Financial resources to provide the Services required.
- 4.8.3 Character, integrity, reputation, judgment, education, experience and efficiency of the Firm and the Firm's personnel, if any, that would be assigned to a supporting role in performing the work involved.
- 4.8.4 Quality of the performance of the Firm's previous projects for the District and for other entities.
- 4.8.5 Ability of the Firm to provide the required Services and meet the time deadlines to complete the work and timely provide the deliverables to the District as required by the RFP documents and the Contract for the Services.
- 4.8.6 The potential cost to the District of the Services to be provided based on cost projections in the Firm's Proposal.
- 4.8.7 Information from References.
- 4.8.8 The results of reviews and interviews if conducted.

4.9 REVIEW OF PROPOSALS

All Proposals received will be reviewed by an evaluation committee consisting of District staff and appointed individuals who will make recommendations to the Board of Education of the District as to which Firm or Firms submitting Proposals should provide Services to the District. The evaluation committee may invite Firms to in person or remote interviews as a part of the evaluation process. Any costs incurred by a Firm associated with interviewing will be the responsibility of the Firm incurring such costs to pay and will not be reimbursed by the District.

4.10 FINAL PROPOSAL EVALUATION

Following the completion of the District's review of the Proposals, the evaluation committee will evaluate the results of the Proposal review, together with other information the committee has obtained from references and from interviews, if conducted. Based on the evaluation criteria set forth in Section 4.8 above and such other additional criteria and any other information as the District believes in its discretion to be relevant to the evaluation, the evaluation committee will determine the Firm or Firms that it will recommend to the Board of Education to furnish to the District the Services referred to in the RFP Documents. The District reserves the right to reject any or all Proposals or any part thereof and to waive any or all technicalities and irregularities and award the RFP based on its determination of the best interests of the District. Upon Board approval of the recommended Firm, the District will negotiate a Contract for the Services with the selected Firm, which negotiation will include the cost of the Services to the District. If the District and the selected Firm cannot successfully negotiate a Contract, the selection of that Firm will be withdrawn, and the District shall undertake negotiations for a Contract with another Firm of the District's choosing. The Contract, when negotiated, will be presented to the Board of Education for approval. The District's Board of Education must approve all contracts of \$50,000.00 or more.

5.0 GENERAL TERMS AND CONDITIONS

5.1 GENERAL

The Contract between the District and the selected Firm or Firms shall incorporate by reference the requirements of the all of the RFP Documents identified in Section 4.1 of this RFP, and the agreed upon portions of the selected Firm's Proposal that are acceptable to the District. The term "Contractor" as used in these General Terms and Conditions means the successful Firm that was awarded the Contract with the District to provide the Services that are the subject matter of this RFP.

In the event of a conflict between Contractor's Proposal and Contract with OPS, the Contract shall control. In the event of a conflict between Contractor's Proposal and the remainder of the RFP Documents, the remainder of the RFP Documents shall control.

5.2 CIVIL RIGHTS

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended by the Equal Opportunity Act of 1972, all requirements imposed by or pursuant to the Regulations of the Department of Education (34 C.F.R. Part 100) issued pursuant to that title, the Pregnancy Discrimination Act of 1978, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the Americans With Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. The Contractor agrees no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which District receives federal financial assistance from the Department; and hereby gives assurance that the Contractor will immediately take any measures necessary to effectuate this Contract. The Contractor further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment. The Contractor agrees not to discriminate in its employment practices and will render services under this Contract without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual

orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation, or economic status. Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be a default under the Contract with the Contractor.

5.3 CONTRACTOR'S REPRESENTATION

In submitting its Proposal, the Contractor represents that it has read and understands the RFP Documents, that its Proposal is submitted in accordance therewith, and that the Contractor is familiar with the local conditions that may affect the Proposal and performance required by the RFP Documents.

5.4 COLLUSIVE ACTIONS

The Contractor's signature on the Proposal is the Contractor's guarantee that the Contractor's Proposal and the contents thereof have been arrived at without collusion with other eligible Contractors and without any effort to preclude the District from obtaining the services specified in the RFP Documents at the lowest competitive rate.

5.5 FINANCIAL RESPONSIBILITY

The District reserves the right, during the evaluation process, to request a current financial statement as evidence of the Contractor's financial stability. This information must contain a statement on whether the financial statement is internally prepared or has been prepared by an outside accounting Firm and whether it is audited. An internally prepared financial statement must be certified as accurate in all material respects by an officer or authorized employee of the Contractor.

5.6 COST INCURRED IN RESPONDING

This RFP does not commit the District to pay any costs incurred by a Contractor in the preparation and submission of its Proposal, in making necessary studies for the preparation thereof, in procuring or contract for services in connection with the Proposal or in attending any post-submission interview.

5.7 WORKER VERIFICATION

The Contractor contracting with the District shall be required to register with and utilize an electronic verification system or program, whether the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, now known as the "E-Verify Program" or an equivalent federal program designated by the Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall contractually require all subcontractor(s) performing work under such contract to also register and utilize such electronic verification system. The Contractor awarded the Contract and all of such Contractor's subcontractor(s) shall use such electronic verification system to determine the work eligibility status of each new employee physically performing any services within the State of Nebraska under the Contract. Any person whom the electronic verification system determines is ineligible or not authorized to work in the United States shall not be permitted by the Contractor or any subcontractor to perform services in Nebraska under such Contract. The Contractor shall provide such reasonable documentation as District may request from time to time during the performance of the Contract and for 5 years thereafter documenting compliance with the provisions of this

Section. Failure to comply with the provisions of this Section shall constitute a default under the Contract with the District.

5.8 INSURANCE REQUIREMENTS

The Contractor will maintain, at all times while under Contract with the District, workers compensation insurance for all of its employees as required by law, and shall also be required to maintain the following insurance coverages:

Employer's Liability

\$500,000 per accident

\$500,000 disease, policy limit

\$500,000 disease, each employee

Commercial General Liability

Bodily injury and property damage liability:

\$1,000,000 for both bodily injury and property damage

Coverage shall include completion operations, broad form property damage, and personal injury and advertising liability coverage.

Automobile Liability Insurance

Bodily injury and property damage liability:

\$1,000,000 combined single limit

Cyber Liability Insurance

\$1,000,000.00 per occurrence

Coverage shall include losses arising out of or in connection with a data breach, security incident or privacy violation

Excess Liability

\$2,000,000 limit of liability

Professional/E&O Liability

\$1,000,000 limit of liability

The foregoing insurance can be provided by any combination of base and excess liability coverages and shall be primary and non-contributory. Liability coverages must be on an occurrence basis, other than professional liability insurance. The District shall be named as an additional insured on all such liability policies, other than professional liability. The policies shall be endorsed to provide for waiver of subrogation as to the District. The policies shall also be endorsed to provide that the District shall receive at least 30 days' prior notice of any non-renewal, cancellation, material modification, or any reduction in coverages or coverage amounts. The Contractor will provide certificates to the District evidencing such coverages.

5.9 PUBLIC BENEFIT

For purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, if the Contractor is a sole proprietorship or a general partnership, the Contractor represents to the District that the sole proprietor or each general partner, as applicable, are citizens of the United States or that are qualified aliens under the federal Immigration and Nationality Act. Any qualified alien must provide to the District that person's immigration status, alien number and a copy of their USCIS documentation upon request by the District.

5.10 FEDERAL TAXES

Where Federal statutes exempt the District from the payment of excise or manufacturer's taxes on materials or equipment, the Contractor shall exclude the amount of any applicable Federal excise or manufacturer's taxes from its Proposal. The District will furnish the Contractor, on request, the necessary exemption certificates to aid the Contractor in the recovery of any such taxes paid.

5.11 STATE AND CITY TAXES

The District, as a political subdivision, is exempt from the payment of Nebraska State and city sales and use taxes, and no such taxes should be included in any amounts to be paid by the District under its Contract with the Contractor. The District's tax exemption number is 5-0597767.

5.12 TARIFFS, DUTIES, ROYALTIES, AND LICENSE FEES

All applicable tariffs, duties, royalties, and license fees pertaining to the Services to be performed by Contractor, including penalties and interest, paid or incurred by the Contractor shall be paid by the Contractor and shall not be included in any payments by the District.

5.13 PERFORMANCE OF CONTRACT

The Contractor shall perform all of its duties hereunder in a good and professional manner and in accordance with accepted sound business practices.

5.14 ASSIGNMENT AND BINDING EFFECT

The Contractor shall not assign the Contract, or any part thereof, to any other person or entity without the prior written approval of the District, which the District may withhold at its discretion. Transfers aggregating fifty percent (50%) or more of the capital or voting stock of the Contractor (if the Contractor is a nonpublic corporation) or transfers aggregating fifty percent (50%) or more of the Contractor's partnership interest (if the Contractor is a partnership) or transfers aggregating fifty percent (50%) or more of the other ownership interests of the Contractor (if Tenant is a limited liability company or other legal entity) shall be deemed to be an assignment of the Contract. The Contract between the District and Contractor shall be binding on the successors and permitted assigns of the District and Contractor.

5.15 PUBLIC RECORDS

As a Nebraska political subdivision, OPS is subject to the requirements of the Nebraska public records laws (Neb. Rev. Stat. §§ 84-712 to 84-712.09), which allows members of the public to have access to any information or records, regardless of physical form, of or belonging to a Nebraska political subdivision, such as OPS. As defined by Nebraska law, examples of public records subject to disclosure during an RFP procedure will include the RFP Documents, the Contractor's bid and any other document submitted by a Contractor to OPS, Contractor's questions and OPS responses, any agreement between OPS and the successful Contractor, any purchase order issued to the successful Contractor by OPS, or any other public record in the possession of OPS regarding this RFP and contracting process, whether created before or after the RFP Documents were issued by OPS and whether created by OPS, a participating Contractor or any other third party. These public records will be open to public inspection and copying unless exempted from disclosure in accordance with the OPS's interpretation and application of applicable law. Documents exempt from disclosure under the Nebraska public records laws are enumerated at Neb. Rev. Stat.

§712.05. It shall be the sole responsibility of Contractors (a) to notify OPS, as soon as possible, of any requested redactions to any such information or records provided by the Contractor to OPS that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, the Contractor agrees to defend OPS in any legal challenge to such requested redactions at Contractor's own expense. The failure of a Contractor to request redactions to any information or records released by OPS shall constitute a complete waiver of any and all claims for damages caused by any such release. Any attempt by a Contractor to request a redaction or otherwise claim confidentiality as to any public record in the possession of OPS will be ineffective and not, by itself, binding upon OPS unless OPS has independently determined that the Contractor's request that a document, or portion thereof, is entitled to be withheld from public inspection and copying or if OPS is ordered by a court of appropriate jurisdiction to allow public inspection and copying of the document.

5.16 DEFAULT AND REMEDIES

In the event the Contractor: (i) breaches or violates any of the terms and conditions of the Contract between the Contractor and the District; (ii) fails to perform any duty or obligation thereunder; or (iii) if the Contractor should be adjudged bankrupt, make a general assignment for the benefit of creditors, or if a receiver should be appointed to take over the Contractor's affairs; and, provided, any of the foregoing defaults are not cured by Contractor, to the sole and complete satisfaction of the District, upon seven (7) days written notice to Contractor, District may take any or all the following actions, in addition to such other remedies as are allowed by law:

- Suspension – The District may suspend its payments under the Contract without terminating the Contract and withhold any further payment pending corrective action by the Contractor.
- Termination – The District may terminate the Contract at any time by notice to Contractor, which termination shall take effect on the date specified in such notice. Upon such termination, District may obtain the Services from a different Contractor. In the event of such termination, the Contractor shall not be entitled to any further payments under the Contract. If the remaining amount that is unpaid under the Contract with Contractor is insufficient to pay for the cost of completing performance of the Contract obligations by a substitute Firm, the Contractor shall pay to the District, in addition to all other damages suffered by District due to such default, the difference in the cost of performing such services by the substitute Firm to the District and the remaining unpaid funds held by the District under this Contract.

The remedies set forth in this Section are in addition to any other rights and remedies that the District may have as a result of such default, including the recovery of damages.

5.17 TERMINATION WITHOUT CAUSE

District may terminate the Contract with the Contractor without cause, at any time prior to the completion of the term of the Contract and without penalty by providing sixty (60) days prior notification in writing to the Contractor. In the event of a no cause termination, the District shall pay to the Contractor the amount owed for the Services furnished to the District by the Contractor from the date of the beginning of the Contract Term up to the date of termination and upon such payment shall be relieved of further obligation hereunder.

5.18 INDEMNIFICATION

The Contractor, on behalf of itself and its successors and assigns, hereby agrees to indemnify, defend, and hold harmless District and its Board members, officers, agents and employees, from and or all losses, damages, claims, liabilities, judgments, costs and expenses (including reasonable attorney's fees and expenses) arising out of or in connection with: (i) any negligent act or omission, or intentional misconduct of Contractor or Contractor's agents, employees or contractors; (ii) any default, breach, violation or non-performance of the Contract between the Contractor and the District; (iii) any injury to persons or property or loss of life caused by negligent or intentional act or omission of Contractor or by Contractor's agents, employees or contractors other than any such claims that are caused solely by the negligent or intentional act or omission of District, or its employees, agents, or contractors; or (iv) any violation or infringement of any copyright, patent, trademark or tradename or other intellectual property right by the Contractor, the use thereof or the services provided. This indemnification shall survive the expiration or termination of the Contract.

5.19 COMPLIANCE WITH LAWS

The Contractor in performance of the Contract will comply with all applicable Federal, State and local laws, ordinances, regulations and codes. All persons performing work under the Contract with the District shall have all current licenses, permits, certifications and authorizations to perform such work in the State of Nebraska.

5.20 INVALIDITY

If one or more of the provisions contained in the Contract are declared invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect and shall not in any way be affected, impaired or invalidated unless the effect of such invalidity, voidness or unenforceability materially alters the purposes of this Contract.

5.21 RECORDS

The Contractor shall retain District records for a period of not less than seven years after they are audited by the District's external auditors without additional cost to the District. The record retention obligation shall survive the expiration or termination of the Contract with the Contractor.

5.22 GOVERNING LAW AND FORUM SELECTION CLAUSE

The laws of the State of Nebraska shall govern the interpretation and performance of the Contract between District and the Contractor, without regard to its conflicts of laws principles. Any action concerning any provision of the Contract or its formation must be brought in the state or federal courts located in Douglas County, Nebraska. By submitting a Proposal in response to this RFP and/or entering into any agreement with the District, the Contractor agrees that it submits to the personal jurisdiction of the state and federal courts located in Douglas County, Nebraska.

5.23 NO WAIVER

The failure of District or the Contractor to insist in any one or more instances upon performance of any terms or conditions of this Contract shall not be construed as a waiver of future performance of any such term, covenant, or condition, but the obligations of such party with respect thereto shall continue in full force and effect.

5.24 ENTIRE CONTRACT

This Contract, together with the RFP Documents incorporated therein and any attachments and any exhibits or schedules thereto, constitutes the entire Contract between the parties as to the subject matter hereof, and replaces any prior written and oral statements and understandings.

5.25 INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor shall indemnify and hold District and all end users and their respective successors, Board members, officers, employees, and agents harmless from and against any and all actions, claims, losses, damages, liabilities, awards, costs, and expenses (including legal fees) resulting from or arising out of any litigation, any breach or claimed breach of the intellectual property representations and warranties made by the Contractor, or which is based on a claim of infringement or misappropriation of the Software or any associated service provided by the Contractor, and the Contractor shall defend and settle, at its expense, all suits or proceedings arising therefrom. District shall inform the Contractor of any such suit or proceeding against District and shall have the right to participate in the defense of any such suit or proceeding at its expense and through counsel of its choosing. The Contractor shall notify District of any actions, claims, or suits against the Contractor based on an alleged infringement or misappropriation of any third party's intellectual property rights in and to the Software or any associated service provided by the Contractor. In the event an injunction is sought or obtained against use of the Software and/or a service, or in the Contractor's opinion is likely to be sought or obtained, the Contractor shall promptly, at its option and expense, either (a) procure for District its end users the right to continue to use the infringing portion(s) of the Software and/or a service, or (b) replace or modify the infringing portions of the Software and/or a service to make its use non-infringing while being capable of performing the same function without degradation of performance.

5.26 SECURITY WARRANTY

The Contractor represents and warrants that it has, and shall maintain while the Contract is in effect, reasonable and appropriate administrative, technical, and physical safeguards protecting the confidentiality, integrity, and availability of the Software and the District's data that is processed through the Software. The Contractor shall also maintain all District data in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g(a)(4)(A)(ii), 1232g(b)(1) and applicable Nebraska law.

PROPOSAL

P015-25 Actuarial Consulting Services

Proposal of _____, a [☐] corporation organized and existing under the laws of the State of _____; a [☐] limited liability company organized and existing under the laws of the State of _____; a [☐] partnership, organized and existing under the laws of the State of _____; or an [☐] individual (check appropriate box).

TO: Omaha Public Schools locked email box: servicebids@ops.org

All Proposals must be submitted electronically to the following email address: servicebids@ops.org. All electronic submissions must comply with the following requirements:

The RFP Documents convey the general nature, character, and quality of the Services desired. The undersigned acknowledges that the District will determine in its discretion which Services are the best for the District. The Contractor is responsible to clearly and specifically indicate the Services being offered and to provide sufficient detail to enable the District to determine if the Services proposed meet the requirements of the RFP Documents. Failure to furnish adequate information for evaluation purposes may result in declaring a proposal non-responsive.

[INSERT PROPOSAL CONTENT HERE]

SIGNATURE PAGE
P015-25

The undersigned certifies that the Firm submitting the Proposal understands: 1) the requirements of the RFP Documents; 2) an award of the Proposal by the District, if made, will be based on compliance with the RFP Document requirements and the District's determination of which Firm will best serve the interests of the District; and 3) that the RFP award will not be solely based on pricing. The undersigned further certifies that the Firm is capable of performing the specified Services meeting the needs and requirements of the District and its Affiliates, that it understands the scope of the Services required by the RFP Documents and that other factors specified in the RFP Documents, in addition to the cost of Services, will be considered in determining the successful Proposal, if any. The undersigned further acknowledges that once the Proposal is opened, it shall remain open and subject to acceptance by the District for ninety (90) days and may not be withdrawn or modified prior to the expiration of such a ninety (90) day period. The undersigned further acknowledges that the District reserves the right to reject any or all Proposals and any part thereof and to waive any or all technicalities and irregularities.

The undersigned certifies that the information in the foregoing Proposal is submitted in accordance with the Actuarial Consulting Services RFP No. P015-25 and is true and correct to the best of the undersigned's knowledge and belief.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

Proposal must be signed to be valid.

PRINTED NAME: _____

TITLE: _____

DATE: _____

The Proposal, with all required attachments, shall be emailed to the designated lockbox clearly labeled with:

P015-25 – Actuarial Services.

Delivered to: servicebids@ops.org by 2:00 PM (CT), August 12, 2025.

Acknowledge receipt of the following Addenda:

No. _____ Date _____

No. _____ Date _____

No. _____ Date _____

Exhibit A

References

1. Name of District: _____
 Contact Name: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____ E-mail: _____
 Size of school district _____/students.

2. Name of District: _____
 Contact Name: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____ E-mail: _____
 Size of school district _____/students.

3. Name of District: _____
 Contact Name: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____ E-mail: _____
 Size of school district _____/students