



Window Rock Unified School District #8

Bikáá' Hadiikah – Elevating to Excellence

PO Box 559, Navajo Route 12, Fort Defiance, AZ 86504

Notice of Request for Proposal

Window Rock Unified School District #8 - RFP #19-004

RFP Release Date:	March 7, 2019
Proposal Due Date and Time:	March 28, 2019 at 10:00 AM Local Time
Bid Opening Date and Time:	March 28, 2019 at 1:00 PM Local Time
Pre-Proposal Conference:	Not required
Best and Final Offers Due Date:	Tentative
Bid Award Date:	April, 2019
Plan Effective Date:	July 1, 2019

In accordance with the Arizona procurement code and rules, Competitive Sealed Proposals for the materials or services specified will be received by the lead agency, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the name of each Offeror will be publicly read. All other information contained in the Proposal shall remain confidential until award is made.

Solicitations shall be in the actual possession of the lead agency on or prior to the time and date, and at the location indicated above. Late solicitations shall not be considered.

Offers must be submitted in a sealed envelope with the Request for Proposal number and the Offerors name and address clearly indicated on the envelope. Additional instructions for preparing a solicitation are provided herein. Offerors are strongly encouraged to carefully read the entire solicitation document.

Dr. Leon Ben
Superintendent

REQUEST FOR INFORMATION

Email to: Shannon@cfplc.com

Attention: Shannon Robinson

RE: Window Rock Unified School District #8
Request for Proposal (RFP) #19-004

This is to advise that we are in receipt of the above referenced RFP. We also wish to request the necessary exhibits required to quote the following lines of coverage:

Line of Coverage	Information Requested (Yes / No)
Medical/Rx Insurance	
Dental Insurance	
Vision Insurance	

By signing and returning this form, we agree to treat all information received as proprietary and confidential and will adhere to all HIPAA laws and requirements.

Signature

Name of Company

Address

Phone Number

Email

TABLE OF CONTENTS

SECTION I	DOCUMENTS REFERENCED	4
SECTION II	DEFINITION OF TERMS	4
SECTION III	RFP TIMELINE AND DELIVERY INSTRUCTIONS	5
SECTION IV	UNIFORM TERMS AND CONDITIONS	6
SECTION V	INSTRUCTIONS TO VENDORS	16
SECTION VI	BASIS OF AWARD	19
SECTION VII	EMPLOYEE BENEFITS – MEDICAL INSURANCE	20
SECTION VIII	EMPLOYEE BENEFITS – DENTAL INSURANCE	22
SECTION IX	EMPLOYEE BENEFITS – VISION INSURANCE	23
SECTION X	EXHIBITS	24
	SAMPLE RATE SUMMARY RESPONSE	25-27
	OFFER AND ACCEPTANCE	28
	NON-COLLUSION AFFIDAVIT	29
	DEVIATIONS & EXCEPTIONS	30
	ADDENDUM ACKNOWLEDGEMENT	31
	W9 FORM	32

SECTION I: DOCUMENTS REFERENCED

You may access a complete copy of the documents referenced within this solicitation at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at
<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
http://apps.azsos.gov/public_services/Title_07/7-02.pdf

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
<https://www.azsos.gov/rules/arizona-administrative-code>

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326
<https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml>

SECTION II: DEFINITION OF TERMS

A complete list of definitions can be found in the Arizona Administrative Code R7-2-1001, the terms listed below are defined as follows:

“Attachment” means any item the Solicitation requires an Offeror to submit as part of the Proposal.

“Contract” means the combination of the Solicitation, including the Special Instructions to Offerors, Special Terms and Conditions, and the Specifications and Statement of Scope of Work/Services; the Proposal and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments, and Member purchase orders.

“Contract Amendment” means a written document signed by the School District/Public Entity that is issued for the purpose of making changes in the Contract.

“Contractor” means any person who has a Contract with the School District.

“Days” means calendar days and shall be computed pursuant to A.R.S. 1-243.

“Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

“Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

“Offer” means a response to a Solicitation

“Offeror” means a person submitting a Proposal in response to a Solicitation

“Person” means any corporation, business, individual, union, committee, club, other organization or group of individuals.

“Responsible Bidder or Offeror” means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

“Responsive Bidder or Offeror” means a person who submits a bid or proposal which conforms in all material respects to the Invitation for Bids or Request for Proposals.

“Solicitation” means an Invitation for Bids (“IFB”), a Request for Proposal (“RFP”), or a Request for Qualification (“RFQ”).

“Procurement Officer” means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this Solicitation or his or her designee.

“Solicitation Amendment (or Addendum)” means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

“Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

SECTION III: RFP TIMELINE AND DELIVERY INSTRUCTIONS

Last Day for Questions from Vendors:	March 15, 2019
Responses to Questions from Vendors:	March 21, 2019
Proposal Due Date and Time:	March 28, 2019 at 10:00 AM Local Time
Bid Opening Date and Time:	March 28, 2019 at 1:00 PM Local Time
Number of Copies Requested:	One original, <u>three</u> copies and one electronic copy
Discussions:	Tentative
Best and Final Offers Due Date:	Tentative
Bid Award Date:	April, 2019
Plan Effective Date:	July 1, 2019
Material and/or Service: (Employee Benefits)	Medical Insurance Dental Insurance Vision Insurance
Questions should be addressed to:	Shannon Robinson at Shannon@cfplc.com.
Proposals should be delivered to:	Capital Financial, PLC 14614 N. Kierland Blvd, Suite N230 Scottsdale, AZ 85254 Delivery hours: 9:00 AM - 4:00 PM Local Time.

All questions regarding information contained in this request for proposal must be done in writing and received according to the above RFP timeline.

SECTION IV: UNIFORM TERMS AND CONDITIONS

1. Inquiries

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the Proposal due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing the inquiry since it may then be identified as a Proposal and not be opened until after the Proposal due date and time.
- D. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Proposal.
- E. Pre-Proposal Conference. If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- F. Proposal Opening. Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the District. The name of each Offeror shall be read at this time. All Offers and any modifications and other information received in response to the Request for Proposals shall be shown only to authorized District personnel having a legitimate interest in the evaluation. After contract award, the Proposals and evaluation document shall be open for public inspection.
- G. Time Stamp. Proposals will be time stamped when received. They will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Offeror assumes responsibility for having his Proposal deposited on time at the place specified.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. Proposal Preparation

- A. Forms: A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. Typed or Ink; Corrections. The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under R7-2-1030.
- C. Signature(s) on Proposals. The Proposal and Contract Acceptance document must be submitted with an original ink signature by the person authorized to sign the Proposal. Failure to sign the Proposal and Contract Acceptance document may result in rejection of the Proposal.
- D. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard

terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Proposal may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Proposal.

- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. Cost of Proposal Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Federal Excise Tax. School Districts/Public Entities are exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- H. Identification of Taxes in Proposal. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes as a separate item in the Proposal, the School District/Public Entity will conclude that the price(s) offered includes all applicable taxes.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Proposal and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.
- J. Disclosure. If the firm, business, or person submitting this Proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- K. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
1. Addenda/Amendments;
 2. Special Instructions, Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Scope of Work/Specifications;
 5. Attachments;
 6. Exhibits;
 7. Uniform Instructions to Offerors.
- L. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

3. Submission of Proposal

- A. Sealed Envelope or Package. Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation number should be plainly marked on the outside of the envelope or package.
- B. Electronic Submission. If determined by the District that electronic submission of Proposals is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the solicitation. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.
- C. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designated in the Solicitation. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.
- D. Public Record/Confidentiality. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District/Public Entity. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District/Public Entity pursuant to R7-2-1006. If an Offeror believes that information in its Proposal contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. §39-121, a statement advising the school district of this fact shall accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

E. Certifications. By signing the Proposal and Acceptance Form or other official contract form, the Offeror certifies that:

1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Proposal for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, Executive Order 99-4, 2000-4 and A.R.S. §41-1461 through 1465; and
3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and
4. The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Bid. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law; and
5. By submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise lawfully prohibited from participation in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
6. By submission of this Proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement.
7. In accordance with ARS § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
8. It is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

4. **Additional Information**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous proposal.
- C. Late Proposals, Modifications or Withdrawals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Proposal Acceptance Period. An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/Public Entity reserves the right to:
1. Waive any minor informality;
 2. Reject any and all Proposals or portions thereof; or
 3. Cancel a Solicitation.

5. Award

- A. Number or Types of Awards. Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District/Public Entity determines is necessary to meet the needs of the School District/Public Entity.
- B. Contract Inception. A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the School District/Public Entity with an authorized signature on the Proposal and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
- C. Effective Date. The effective date of this Contract shall be the date that the School District/Public Entity signs the Proposal and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

6. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, (Dr. Leon Ben, Superintendent).

- A. Protest shall include:
1. The name, addresses, and telephone number of the interested party;
 2. The signature of the interested party or the interested party's representative;
 3. Identification of the purchasing agency and the Solicitation or Contract number;
 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 5. The form of relief requested.
 6. The interested party shall supply promptly any other information requested by the district representative.
- B. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.
- C. In cases other than those covered in section B of the section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.
- D. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

7. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

- E. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

8. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/public entity and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/public entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/public entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/public entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/public entity to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/public entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/public entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/public entity.

9. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payments from the School District/public entity within thirty (30) days.
- B. Applicable Taxes.
1. Payment of Taxes by the School District/Public Entity. The School District/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 2. State and Local Transaction Privilege Taxes. The School District/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/public entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity.

C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/public entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/public entity will make reasonable efforts to secure such funds.

10. Contract Changes

A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

D. **Novation** - If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. The School District reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

11. Risk and Liability

A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. General Indemnification. To the extent permitted by, the School District/public entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. Indemnification - Patent and Copyright. To the extent permitted by, the Contractor shall indemnify and hold harmless the School District/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance for use by the School District/public entity of materials furnished or work performed under this Contract. The School District/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
- b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

12. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
 1. A quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District/Public Entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials or services by the School District/Public Entity.
- E. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.
- F. Survival of Rights and Obligations after Contract Expiration or Termination.
 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/Public Entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

13. School District/Public Entity's Contractual Remedies

- A. Right to Assurance. If the School District/public entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/public entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
 1. The School District/public entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order

issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- C. Non-exclusive Remedies. The rights and the remedies of the School District/public entity under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/public entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District/public entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/public entity or damages assessed by the School District/public entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Terms and Conditions.

14. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District/public entity may, by written notice, terminate this Contract, in whole or in part, if the School District/public entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/public entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/public entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District/public entity may, by written notice to the Contractor, immediately terminate this Contract if the school District/public entity determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District/public entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/public entity without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/public entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/public entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default.
 1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/public entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/public entity.
 3. The School District/public entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/public entity for any excess costs incurred by the School District/public entity re-procuring the materials or services.

- F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

15. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.A.C. R7-2-1155 through R7-2-1159 and rules adopted thereunder.

16. Federal and State Requirement

- A. **Compliance with Federal and State Requirements** - Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Vendor shall comply, when working on any federally assisted projects with the following:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to District members.

- B. **Offshore Performance** - Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

- C. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. District or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. District or Member reserves the right to confirm compliance in accordance with the applicable laws. Should District or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, District or Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

- D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.

- E. **Fingerprint and Background Checks** - In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member District.

- F. **Terrorism Country Divestments** - Per ARS § 35-392, District and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.

- G. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs

associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- H. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Member as required by state or federal law.
- I. **Boycott of Israel** – Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- J. **EDGAR** – When the District seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR)**. All Vendors submitting proposals must complete the EDGAR Vendor Certification Form contained within this document.
- K. **Minority Businesses** – The School District has taken all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.
- L. **Civil Rights Compliance** - In accordance with 7 CFR Part 210.23, Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

SECTION V: INSTRUCTIONS TO VENDORS

On behalf of the Window Rock Unified School District #8 (hereinafter referred to as the District), we invite your company to submit a proposal for the following insurance programs. The requested policy will be effective July 1, 2019.

- Employee Benefits – Medical Insurance
 - Employee Benefits – Dental Insurance
 - Employee Benefits – Vision Insurance
1. Proposals must be received on or before the due date stated previously in this document. In accordance with the School District Procurement Rules in the Arizona Administrative Code (A.A.C.) set forth by the State Board of Education pursuant to A.R.S. 15-213, all late or faxed proposals will not be considered. The proposer assumes the full responsibility for having his/her proposal received on time at the designated location.
 2. Your proposal may include a response to all or any of the benefit programs listed above. If all conditions are met during this period of time, this contract may be extended, if funding is available, for up to an additional four (4) one-year contracts. Continuance of contract will be subject to satisfactory services performance and renewal negotiations.
 3. Proposals that do not have the minimum information below will not be considered:
 - Proposed Rates or Fee Schedule – provided by the proposer (a sample has been provided on pages **25-27** but other formats are also acceptable)
 - Offer and Acceptance Form (page **28**)
 - Non-Collusion Affidavit Form (page **29**)
 - Deviations and Exceptions From (page **30**)
 - Addendum Acknowledgment Form (page **31**)
 - W9 Form (page **32**)
 - Completed Service Questionnaires (**SECTION X**)
 - Detailed Benefit Summaries (must be included for all quoted plans)
 4. Include sample personalized enrollment forms for any voluntary programs, if applicable.
 5. Include sample claim reports that would be available to the District, along with the frequency that these reports will be issued
 6. Please clearly define the contract length of the rate offer in your proposal, if it is longer than one (1) year.
 7. Please complete the Service Questionnaire provided and include a hard copy in your proposal. Your proposal is to conform to the specifications outlined herein. In the absence of any statement regarding deviations from these specifications, it will be assumed that your proposal does conform in every respect.
 8. Please note that the District maintains the right to issue an additional informational Questionnaire to any or all finalist carriers, if finalist carriers are selected, in the event the District feels that it would be in its best interest to assist with the final decision and bid award.
 9. All questions regarding information contained in this request for proposal must be done in writing and received prior to the date in the RFP timeline. Questions can be addressed to Shannon Robinson at Shannon@cfplc.com.
 10. The District has determined that the company to provide the services will be retained based upon the District's evaluation of responses to this request for competitive sealed proposals. Comparative judgmental decisions may be made by the District when selecting among acceptable proposals for award of the contract.
 11. Before submitting a proposal, proposers shall carefully examine the specifications and fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items specified. The proposer, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which the proposer might have fully informed himself prior to submitting the proposal.
 12. The specifications for this proposal include all requirements and detailed specifications set forth herein. The information included in all of the aforementioned must be considered in its entirety to constitute the proposal requirements.
 13. An amendment to the request for proposals will be issued if necessary, and will be furnished to all bidders if the information will assist the other bidders in submitting bids or if the lack of the information will prejudice any other bidders. Amendments to the request for

proposals will be so identified and will be distributed to all persons to whom the original invitation for bids was distributed by the District.

14. Amendments to the request for proposals will be issued within a reasonable time before the bid opening date. If the District determines that the time and date set for bid opening does not permit sufficient time for bid preparation, the time and date for bid opening shall be extended in the amendment or, if necessary, email or telephone and confirmed in the amendment.
15. The District will not be liable for any cost incidental to the preparation of proposals.
16. The District requires a 120-day advance written notice of renewal action. Rates should be guaranteed from anniversary date to anniversary date.
17. It is mutually understood and agreed that the successful proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or right, title, or interest therein, or power to execute such contract, to any other person, company or corporation without prior written consent of the District.
18. Arizona law requires that all public officers and employees disclose and refrain from participating in any procurement in which they have a conflict of interest, A.R.S. 38-503.A. and A.R.S. 38-502.2. A consultant or independent contractor, therefore, is legally obligated to disclose to his/her employing district the existence of any substantial interest he/she has regarding any procurement for which he is providing consulting services. A substantial interest means "any financial or proprietary interest, either direct or indirect, other than remote interest." A.R.S. 38-501.11.
19. Proposer shall be fully responsible for providing worker's compensation or other applicable insurance coverage for itself and its employees and the District shall have no responsibility of liability for such insurance coverage. Proposer shall provide to the District a certification by the insurance carrier, showing the proposer to have in effect during the term of this contract, a General Liability Insurance policy, which shall be by the primary coverage for activities under this contract.
20. It is assumed that the proposer will be responsible for printing employee certificates and any necessary promotional or enrollment material, and the cost of these items are included in your pricing.
21. It is assumed the proposer will provide representation for enrollment and service issues surrounding the implementation and plan maintenance of your contract if you are awarded. It is assumed the proposer will attend meetings on an as-needed basis and the cost of such attendance is included in your price quote.
22. If your company's proposal differs in any way from what is requested, please clearly indicate these differences. It will be assumed that your proposal conforms to the specifications unless otherwise stated.
23. The medical insurance, if applicable to this RFP, is to include a coordination of benefits (COB) provision with regard to medical coverage, with all group plans, franchise plans, trustee plans, group hospital-medical prepayment plans and governmentally sponsored plans. However, the COB provision is not to apply to student accident insurance or individual insurance of any kind, including that provided by a hospital service organization.
24. The data included in this RFP is correct to the best of the District's knowledge. Any additional information will be provided to all bidders.
25. If an offeror receives an award, an order is placed and the offeror is unable to meet the delivery requirements, meet service requirements, or material that meets the District's needs as outlined in this Request for Proposal, or is unable to hold proposal price, or fails to provide product or service within a reasonable period of time, and/or fails to provide product complying with proposal specifications, as determined by the District, the District reserves the right to go to the next lowest proposal price of equal quality which meets proposal specifications. Non-performance of contract will be considered sufficient cause for the District to cancel the contract. Non-performance includes but is not restricted to failure of the offeror to complete the contract in the time specified. Cancellation for non-performance may result in removal of the offeror's name from the District's supplier list.
26. **AUTHORITY:** This solicitation, as well as any resultant contract, is issued under the authority of the Governing Board or designee. No alteration on any resultant contract may be made without the express written approval of the District in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
27. **TERM OF CONTRACT:** It is the District's intent to award a multi-term contract. The initial term of the resultant contract shall start on July 1, 2019 and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

28. **CONTRACT EXTENSION:** The District reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.
29. **FORM OF CONTRACT:** The form of contract for this Solicitation shall be the Request for Proposal, the awarded Proposal(s) and Best and Final Offer(s).

SECTION VI: BASIS FOR AWARD

Award will not be made based on price alone. The District shall award a contract to the vendor whose proposal is determined in writing to be most advantageous to the District based on the factors set forth below, in order of relative importance:

- Price Competitiveness
- Benefit Structure
- Service
- Completeness of the Proposal
- Local Representation
- Reporting Capabilities
- Staff Experience
- Financial Ratings of the Carrier
- Web-based Administration Capabilities
- References

Only the District is in a position to determine its own best interest; therefore, the District shall be the sole judge in determining the quality and appropriateness of their products, materials, or services proposed. Its decision shall be final.

The District reserves the right to communicate or negotiate with one or more companies who submit proposals and request best and final offers. This may involve face-to-face interviews with carriers chosen as finalists.

The District reserves the right to request one or more companies to clarify its proposal or to supply any additional material deemed necessary to assist in consideration of the proposal.

AWARD: The school district shall award a contract to the Offeror whose Proposal is determined in writing to be most advantageous to the school district based on the factors set forth in the Request for Proposal. No other factors or criteria may be used in the evaluation.

DISCUSSIONS: In accordance with R7-2-1047, after the initial receipt of proposals, the District reserves the option to conduct discussions with those Offerors who submit Proposals determined by the District to be reasonably susceptible of being selected for award.

BEST AND FINAL OFFERS: If discussions are conducted pursuant to R7-2-1047, the District shall issue a written request for Best and Final Offers. If Offerors do not submit a notice of withdrawal or a Best and Final Offer, the immediate previous offer will be construed as the Best and Final Offer.

SECTION VII: EMPLOYEE BENEFITS – MEDICAL INSURANCE

The District is currently self-funded. The claims, premium and enrollment are managed by Summit, a Third Party Administrator. Summit is utilizing the AMN/RAN/HMN/ PHCS/MULTIPLAN network for claims incurred both in and out of state. The prescription benefits are administered by Script Care, LTD.

Please note, medical, rx, dental and vision coverages are bundled – i.e. if an employee elects medical, they will be enrolled in medical, rx, dental and vision plans.

The District requests that you provide quotes based on the following three scenarios:

- 1) A fully-insured or level funded program matching their current medical plan(s). A copy of the current plan design(s) is included in the exhibits section. You may provide richer benefits in your response; however, please provide as a minimum the current benefits outlined in the policy.
- 2) A bundled self-funded program matching their current medical plan(s) based on the following:
 - a. All aspects of the plan (network, claims administration, adjudication, reinsurance, stop loss, pharmacy, etc) to be performed by the same entity.
 - b. Please match all stop loss specifics currently in place (see Stop Loss Policy in the exhibits section)
 - c. 24/12 contract, Medical/Rx, 125% attachment point
 - d. \$50,000 aggregated specific stop loss deductible / \$125,000 specific limit
 - e. No new lasers at install or first renewal
- 3) For all medical quotes, please confirm if your bid includes the following services. If they are not currently included, please specify the cost to include each service:
 - a. Telemedicine (not currently included but please advise if provided in your quote)
 - b. EAP (currently they receive 3 face to face visits and unlimited telephonic/internet usage)

Rates should be issued by 2 tiers as follows:

- Employee Only
- Employee + Family

ELIGIBILITY

The following classes of employees are eligible for medical benefits:

- Regular full-time employee of the District working at least 30 hours per week
- Eligible dependents including spouse, domestic partner and dependent children to age 26
- Active employees are eligible first of the month following Date of Hire

EMPLOYER CONTRIBUTION

- The District pays 100% of the Employee Only rate for Medical, Dental and Vision for active employees.
- Employees pay 100% of dependent coverage on all plans.
- Contribution strategy is the same for all eligibility classes, except COBRA enrollees.

RATE HISTORY

Fully Insured Rate Equivalents*:

Active Employees – SF PPO Medical Plan / SF Dental Plan / SF Vision Plan

Plan Year	2019/20	2018/19	2017/18	2016/17
Carrier	Summit	Summit	Summit	Summit
Plan Name	Med/Den/Vis	Med/Den/Vis	Med/Den/Vis	Med/Den/Vis
EE	TBD	\$749.93	\$684.56	\$652.28
EF	TBD	\$1,656.81	\$1,545.82	\$1,330.23

***These rate equivalents include medical, dental & vision as their enrollment is bundled. Separate rates are not available.**

Administration Costs:**Active Employees – SF PPO Medical Plan / SF Dental Plan / SF Vision Plan**

Plan Year	2019/20	2018/19	2017/18	2016/17
Carrier	Summit	Summit	Summit	Summit
Plan Name (Costs PEPM)	Med/Den/Vis	Med/Den/Vis	Med/Den/Vis	Med/Den/Vis
Med / Den / Vis Claims Admin	\$18.95	\$18.95	\$17.95	\$17.95
PPO Multiplan: RAN, AMN, HMN	\$4.75	\$4.75	\$4.75	\$4.75
PPO PHCS & Multiplan Network Extender	By %	By %	By %	By %
EAP: Counseling & Family Resources, Ltd	TBD	\$2.35	\$2.57	\$2.45
Hines & Assoc. Utilization Review	\$2.05	\$2.05	\$1.85	\$1.80
Hines & Assoc. Case Mgmt/Lrg Case Mgmt	Hourly Fee	Hourly Fee	Hourly Fee	Hourly Fee

Stop Loss Rates/Factors:**Active Employees – SF PPO Medical Plan / SF Dental Plan / SF Vision Plan**

Plan Year	2019/20	2018/19	2017/18	2016/17
Carrier	SwissRe/Stealth	SwissRe/Stealth	SwissRe /Stealth	Symetra/Stealth
Plan Name	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Specific Rate:				
EE	TBD	\$87.26	\$67.39	\$62.58
EF	TBD	\$194.10	\$157.66	\$143.06
Aggregate Rate	TBD	\$5.03	\$4.85	\$6.83
Attachment Factors:				
EE	TBD	\$619.39	\$569.27	\$539.82
EF	TBD	\$1,419.43	\$1,340.26	\$1,137.29

Rate History Considerations:

- Please note that the 2019/20 renewal rates are not yet available.

CLAIMS EXPERIENCE

All claims information received from the incumbent carrier is attached in the exhibits section.

MISCELLANEOUS

- Rates are to be guaranteed for a minimum of 12 months; however, extended rate guarantees or rate caps are strongly requested for all parts of this RFP.
- Coverage and Rates are assumed to be quoted on a standalone basis. If this is not the case state exactly what coverage's are required to be bundled for the rates quote.

SECTION VIII: EMPLOYEE BENEFITS – DENTAL INSURANCE

The District requests that you quote a self-funded (if available), or fully-insured program similar to their current dental plan(s). Copies of the current plan design(s) are included. Please provide as a minimum the current benefits outlined in the policy.

Please note, medical, rx, dental and vision coverages are bundled – i.e. if an employee elects medical, they will be enrolled in medical, rx, dental and vision plans.

Rates should be issued by 2 tiers as follows:

- Employee Only
- Employee + Family

ELIGIBILITY

The following classes of employees are eligible for dental benefits:

- Regular full-time employee of the District working at least 30 hours per week
- Eligible dependents including spouse and dependent children to age 26
- Active employees are eligible first of the month following Date of Hire

EMPLOYER CONTRIBUTION

- The District pays 100% of the Employee Only rate for Medical, Dental and Vision for active employees.
- Employees pay 100% of dependent coverage on all plans.
- Contribution strategy is the same for all eligibility classes, except COBRA enrollees.

RATE HISTORY

Active Employees– SF DPPO

Plan Year	2019/20	2018/19	2017/18	2016/17
Carrier	Summit	Summit	Summit	Summit
EE	Included in	Included in	Included in	Included in
FAM	Medical rate factors above	Medical rate factors above	Medical rate factors above	Medical rate factors above

Please note separate dental & vision Fully Insured Rate Equivalents are not available as their enrollment is bundled.

Rate History Considerations:

- Please note that the 2019/20 renewal rates are not yet available.

CLAIMS EXPERIENCE

Premium vs Claims data was provided by the incumbent carrier and is included in the exhibits section.

MISCELLANEOUS

- Waiver of any pre-existing condition limitations for initially enrolled employees and their eligible dependents is required.
- Rates are to be guaranteed for a minimum of 12 months; however, extended rate guarantees or rate caps are strongly requested for all parts of this RFP.
- Coverage and Rates are assumed to be quoted on a standalone basis. If this is not the case state exactly what coverage’s are required to be bundled for the rates quoted.

SECTION IX: EMPLOYEE BENEFITS – VISION INSURANCE

The District requests that you quote a self-funded (if available), or fully-insured program similar to their current vision plan(s). A copy of the current plan design(s) is included. Please provide as a minimum the current benefits outlined in the policy.

Please note, medical, rx, dental and vision coverages are bundled – i.e. if an employee elects medical, they will be enrolled in medical, rx, dental and vision plans.

Rates should be issued by 2 tiers as follows:

- Employee Only
- Employee + Family

ELIGIBILITY

The following classes of employees are eligible for vision benefits:

- Regular full-time employee of the District working at least 30 hours per week
- Eligible dependents including spouse and dependent children to age 26
- Active employees are eligible first of the month following Date of Hire

EMPLOYER CONTRIBUTION

- The District pays 100% of the Employee Only rate for Medical, Dental and Vision for active employees.
- Employees pay 100% of dependent coverage on all plans.
- Contribution strategy is the same for all eligibility classes, except COBRA enrollees.

RATE HISTORY

Active Employees – SF Vision

Plan Year	2019/20	2018/19	2017/18	2016/17
Carrier	Summit	Summit	Summit	Summit
EE	Included in	Included in	Included in	Included in
FAM	Medical rate factors above	Medical rate factors above	Medical rate factors above	Medical rate factors above

Please note separate dental & vision Fully Insured Rate Equivalents are not available as their enrollment is bundled.

Rate History Considerations:

- Please note that the 2019/20 renewal rates are not yet available.

CLAIMS EXPERIENCE

Premium vs Claims data was provided by the incumbent carrier and is included in the exhibits section.

MISCELLANEOUS

- Waiver of any pre-existing condition limitations for initially enrolled employees and their eligible dependents is required.
- Rates are to be guaranteed for a minimum of 12 months; however, extended rate guarantees or rate caps are strongly requested for all parts of this RFP.
- Coverage and Rates are assumed to be quoted on a standalone basis. If this is not the case state exactly what coverage's are required to be bundled for the rates quoted.

SECTION X: EXHIBITS

General Attachments

All exhibits will be provided upon completion of the Request for Information form on page 2.

RATES FOR GROUP MEDICAL INSURANCE Window Rock Unified School District #8

Use this form to provide rates for the above referenced District.
Please use a separate form for each line of coverage.

Line of Coverage	TPA Self-Funded Plan	Bundled Self-Funded Plan	Fully Insured or Level Funded Plan
Medical	Quote provided? Y / N Reason for No: ??	Quote provided? Y / N Reason for No: ??	Quote provided? Y / N Reason for No: ??

Tier	TPA Self-Funded Plan	Bundled Self-Funded Plan	Fully Insured or Level Funded Plan
Admin Costs			
Stop Loss Costs			
Billed Rates (or Rate Equivalents) - Employee Only			
Billed Rates (or Rate Equivalents) - Family			
Rate Guarantee			
Commission Included			

Company Name

Print Name

Title

Signature

Date

RATES FOR GROUP DENTAL INSURANCE Window Rock Unified School District #8

Use this form to provide rates for the above referenced District.
Please use a separate form for each line of coverage.

Line of Coverage	Self-Funded Plan	Fully Insured Plan	
Dental	Quote provided? Y / N Reason for N: ??	Quote provided? Y / N Reason for N: ??	

Tier	Self-Funded Plan	Fully Insured Plan	
SF Admin Fee / Rates		N/A	
Employee Only			
Family			
Rate Guarantee			
Min. Participation			
Commission Included			

Company Name

Print Name

Title

Signature

Date

RATES FOR GROUP VISION INSURANCE Window Rock Unified School District #8

Use this form to provide rates for the above referenced District.
Please use a separate form for each line of coverage.

Line of Coverage	Self-Funded Plan	Fully Insured Plan	
Vision	Quote provided? Y / N Reason for N: ??	Quote provided? Y / N Reason for N: ??	

Tier	Self-Funded Plan	Fully Insured Plan	
SF Admin Fee / Rates		N/A	
Employee Only			
Family			
Rate Guarantee			
Min. Participation			
Commission Included			

Company Name

Print Name

Title

Signature

Date

OFFER AND ACCEPTANCE FORM

The Undersigned hereby submits the Proposal and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the Proposal.

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No. _____

Tax Rate: _____%

_____ Company Name

_____ Address

_____ City State Zip

For clarification of this Proposal, contact:

Name: _____

Phone: _____

Fax: _____

Email: _____

_____ Signature of Person Authorized to Sign Proposal

_____ Printed Name

_____ Title

CERTIFICATION

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Proposal did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees, which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
4. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law.
5. In accordance with ARS § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with ARS § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
7. By submission of this Proposal, the Offeror acknowledges that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
8. By submission of this Proposal, the Offeror acknowledges that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan or cooperative agreement.

Acceptance of Offer

The offer is hereby accepted.

The contractor is now bound to sell the material or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the School District/Public Entity

This contract shall henceforth be referenced as Contract No.

The Contractor has been cautioned not to commence any billable work or to provide any material or service until Contractor receives order, contract release document, or written notice to proceed.

Awarded this _____ day of _____

_____ Authorized Signature

NOTARIZED NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

_____, affiant,
(Print Name of Person Authorized to Sign Offer)

the _____
(Title)

(Company Name)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person, firm or corporation to refrain from offering, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

(Signature of Person Authorized to Sign Offer)

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20_____

Signature of Notary Public in and for the

State of _____

County of _____

DEVIATIONS AND EXCEPTIONS

List any deviation or exception for any item listed under Scope of Services. The item number must be listed and the page of the RFP it is found on. Any deviation/exception or inability of the Bidder to handle that particular item must be clearly and fully stated. Failure to show specific deviations indicates non-compliance with the RFP.

The following deviations/exceptions are being submitted for consideration:

The undersigned hereby acknowledges that there are ***no deviations/exceptions*** to this solicitation:

Firm

Authorized Signature

ADDENDUM ACKNOWLEDGEMENT

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will included a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date:

ADDENDUM No. 1 Acknowledgement _____
Signature Date

ADDENDUM No. 2 Acknowledgement _____
Signature Date

ADDENDUM No. 3 Acknowledgement _____
Signature Date

If no addendums were issued, indicate below, sign the form and return with your response.

Firm

Authorized Signature

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin:0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
---	--	---

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requestor's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

	Social security number [] [] [] - [] [] - [] [] [] []
	OR Employer identification number [] [] - [] [] [] [] [] [] [] []

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.