



Catalina Foothills Unified School District No. 16

REQUEST FOR PROPOSAL FOR THE FOLLOWING:

***VOLUNTARY VISION
BASIC LIFE AD&D
VOLUNTARY LIFE/DEPENDENT LIFE
VOLUNTARY SHORT-TERM DISABILITY
PET INSURANCE***

RFP Number: 23-06-28

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|------------------------------------|---|
| Proposal Release Date: | January 23, 2023 |
| Pre-Proposal Meeting: | None |
| Proposal Due Date: | February 10, 2023 at 11:00 AM Arizona Time |
| Submittal/Opening Location: | Murphey Administration Center 2101 E. River Road, Tucson, AZ 85718 |
| Opening Date/Time: | February 10, 2023 at 11:00 AM Arizona Time |
| Effective Date: | July 1, 2023 |

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, competitive sealed proposals for the material or services specified will be received by the ***Catalina Foothills Unified School District No. 16***, at the above-specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the vendors submitting proposals shall be publicly read. All other information contained in the Proposal shall remain confidential until award is made. **If you need directions to our office**, please call 520-209-7500.

Proposals must be sealed and may be presented in person or mailed (no faxed or emailed copy will be accepted) at the address listed in this solicitation. Proposals will be time stamped when received. Proposals received after the stated due date will not be considered and will be returned to the offeror. The offeror assumes the risk of delay in the mail or in the handling of the mail. Whether sent by mail or by means of personal delivery, the offeror assumes the responsibility for having his proposal deposited on time at the place specified. Offers must be marked on the outside of the envelope with the RFP number, title and the submitting company's name. Only the name of the proposed vendor will be read at the time of opening at the above-mentioned time. **The District is not responsible for the pre-opening of, post-opening of, or failure to open a solicitation not properly addressed or identified.**

All proposals must be completed in ink or typewritten.

Additional instructions for preparing a Proposal are provided herein. Offeror's are strongly encouraged to review the enclosed proposal requirements and specifications as the District reserves the right to accept or reject any or all proposals, waive irregularities and accept any proposal deemed to be in the best interest of the District. The submission of a proposal will indicate that the offeror understands the requirements and specifications and that they can supply the materials or services and meet the required delivery timeline as specified.

******Vendor is responsible for reviewing and understand the entire RFP. All questions must be submitted in writing, as no verbal answers will be provided. Vendor must follow directions as outlined in the RFP ******

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.

Questions regarding this Request for Proposal should be in writing and directed to: Carolyn Seivert, Procurement Specialist at cseivert@cfds16.org. **DEADLINE FOR QUESTIONS: WEDNESDAY, FEBRUARY 1, 2023 AT 11:00 A.M.**

Authorization: _____ Signature on file _____ January 23, 2023
Lisa Taetle, Director of Finance

EXHIBIT TABLE OF CONTENTS

EXHIBIT #1 – PROCUREMENT DOCUMENTS4

EXHIBIT #2 – PROPOSAL INFORMATION AND REQUIREMENTS31

EXHIBIT #3 – VOLUNTARY VISION35

RATES AND BENEFITS35

EXPERIENCE INFORMATION35

REQUESTED BENEFITS/PROPOSAL AND QUESTIONNAIRE FORMS.....35

EXHIBIT #4 – BASIC LIFE AD&D AND VOLUNTARY LIFE/DEPENDENT LIFE.....38

FEES AND BENEFITS38

EXPERIENCE INFORMATION38

REQUESTED BENEFITS/PROPOSAL FORMS AND QUESTIONNAIRE39

EXHIBIT #5 – VOLUNTARY SHORT-TERM DISABILITY41

FEES AND BENEFITS41

EXPERIENCE INFORMATION41

REQUESTED BENEFITS/PROPOSAL FORMS AND QUESTIONNAIRE41

EXHIBIT #6 – PET INSURANCE.....44

FEES AND BENEFITS44

REQUESTED BENEFITS/PROPOSAL FORMS AND QUESTIONNAIRE44

EXHIBIT #7 – EXCEPTIONS TO THE PROPOSAL REQUEST45

EXHIBIT #8 – CENSUS46

EXHIBIT #9 – REQUIRED FORMS TO COMPLETE47

EXHIBIT #1 – PROCUREMENT DOCUMENTS
CATALINA FOOTHILLS UNIFIED SCHOOL DISTRICT No. 16
DEFINITION OF TERMS

As used in this solicitation and instructions, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Award”** means a determination by District that it is entering into a contract with one or more Bidders or Offerors.
- C. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- D. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes to the Contract.
- E. **“Contractor”** means any person who has a contract with the School District.
- F. **“Days”** means calendar days unless otherwise specified.
- G. **“District”** means Catalina Foothills Unified School District No. 16.
- H. **“District Representative”** means Lisa Taetle, Director of Finance.
- I. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- J. **“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.
- K. **“Offer”** means bid, proposal or quotation.
- L. **“Offer Deadline”** means the exact date and time when no Offer submitted thereafter may be considered or accepted by District.
- M. **“Offeror”** means a vendor who responds to a Solicitation.
- N. **“Procurement Officer”** means the person duly authorized to recommend and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- O. **“Proposal”** means a response to a request for proposals and includes an Offer to contract with District.
- P. **“Purchase Order”** means a document issued by the District, in writing or electronically, and identified as a Purchase Order that authorizes Contractor to proceed with fulfillment of all or part of an awarded

- Q. **"Responsible Bidder or Offeror"** means a person who at the time of Contract Award has the capability to perform the Contract requirements and the integrity and reliability, which will assure good faith performance.
- R. **"Responsive Bidder or Offeror"** means a person who submits an Offer that reasonably and substantially conforms to all material requirements of the Solicitation.
- S. **"Solicitation"** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- T. **"Solicitation Amendment"** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- U. **"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.
- V. **"School District/Public Entity"** means the District that executes the contract.

INSTRUCTIONS TO OFFERORS

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 Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer 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 should be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquires 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 that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least six (6) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location 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.
- H. Persons with Disabilities. Persons with a disability may request 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. Offer Preparation

- A. Forms: No Facsimile or Electronic Submission Offers. An Offer shall be submitted on the forms provided either 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. A facsimile, or electronic submission offer shall be rejected.
- B. Typed or Written Ink, Corrections. The Offer must be typed or written in ink. Erasures, interlineations, or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer 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.
1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, may be rejected.
 2. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. The Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Addenda. Unless otherwise stated in the Solicitation, each Solicitation Addendum shall be signed with an original signature by the person signing the Offer and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Addendum or to follow the instructions for acknowledgement of the Solicitation Addenda may result in rejection of the Offer.
- H. Federal Excise Tax. School Districts are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- 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 Offer and Acceptance Form.

- J. Identification of Taxes in Offer. School Districts are subject to all applicable state and local transaction privilege taxes. Use Tax will be paid on any item on which Sales Tax has not been paid.
- K. Disclosure. If the firm, business, or person submitting this Offer 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 must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer 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.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
1. Special Terms and Conditions;
 2. General Terms and Conditions;
 3. Statement of Scope of Work;
 4. Specifications;
 5. Attachments;
 6. Exhibits;
 7. Special Instructions to Offerors; and
 8. Instructions to Offerors

In the event of a conflict between provisions in two or more of the foregoing Solicitation documents, the document having a higher order of precedence will prevail over the other document or documents with conflicting provisions.

- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination, freight prepaid to the Catalina Foothills Unified School District No. 16 as indicated on the purchase order, and shall include all delivery and unloading at the destination(s).

3. Submission of Offer

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Offer Amendment or Withdrawal. Any offer may be withdrawn by the Offeror at any time prior to the date and time set for the solicitation opening. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the District. If an Offeror believes that information in its Offer

should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The District shall make a determination on whether the stamped information is confidential pursuant to the District's Procurement Code.

- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the offeror certifies that:
1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; 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.

4. Evaluation or Additional Proposal 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. Late Offers. An offer submitted after the exact Offer due date and time shall be rejected.
- C. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- D. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.
- E. 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.
- F. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, The School District reserves the right to:
1. Waive any minor informality;
 2. Reject any and all offers or portions thereof; or
 3. Cancel a solicitation.

5. Award

- A. Number or Types of Awards. Where applicable, the District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the District. If the Procurement Officer determines that an aggregate award to one Offeror is not in the District's best interest, multiple awards may be awarded.

- B. Contract Inception. An Offer 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 Offer is accepted in writing by the Director of Finance signature of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer 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, Lisa Taetle, Finance Director, Catalina Foothills Unified School District No. 16. A protest of a Solicitation shall be received before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, addresses, and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. Identification of the purchasing agency and the Solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.

UNIFORM TERMS AND CONDITIONS**1. 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. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
1. Special Terms and Conditions;
 2. General Terms and Conditions;
 3. Statement or Scope of Work;
 4. Specifications;
 5. Attachments;
 6. Exhibits;
 7. Documents Referenced in the Solicitation;
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract. The District requires fingerprints for Independent Contractors who provide services to students. Proof of fingerprinting must be received by the Procurement Department prior to the issuance of a purchase order.
- E. Conflict of Interest. All parties hereby are put on notice that this Contract is subject to termination if any District employee or Governing Board Member has substantial interest in the firm and/or services and has not followed State and District rules governing orders in such interest. Contractor must further certify that they have not paid or agreed to pay any person, other than a bona fide employee a fee or brokerage resulting from the award of this Contract.
- F. 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.
- G. 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.
- H. 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.

2. 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 District and, where applicable, the Federal Government, 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 District shall also have the right to test at its own cost the materials to be supplies under this Contract. Neither inspection at the Contractor’s facilities nor testing shall constitute final acceptance of the materials. If the District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by The School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the District to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. The Contractor shall make notices to the District required by the Contract 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. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the District. 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 District.

3. 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 payment from the District within thirty (30) days. The Purchase Order number must be referenced on the invoice.

- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.
- C. Applicable Taxes.
1. Payment of Taxes by the School District. The District 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 District 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 District 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 District.
- D. 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 District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The District will make reasonable efforts to secure such funds.

4. 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 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.

5. 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 A.R.S. § 41-621 and § 35-154, the District shall be indemnified and held harmless by the Contractor for its vicarious liability as a 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 A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the District of materials furnished or work performed under this Contract. The District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Insurance. Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming Catalina Foothills School District No.16 as an additional insured party.

Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

- E. Safety. Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.
- F. 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 requested, 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.
- G. Third Party Antitrust Violations. The Contractor assigns to the District any claim for overcharges resulting from antitrust violation to the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.
- H. Compliance with COVID-19 Requirements and Laws.
1. The Contractor shall comply with all applicable guidelines, requirements, and instructions issued by the District, in addition to those issued by the GOVERNMENT BODY or other government authorities related to COVID-19 in the performance of the Work ("COVID Requirements").
 2. The Contractor shall ensure that all Contractor Personnel and Subcontractor in the performance of the Work comply with all COVID Requirements.
 3. Upon request by the District, the Contractor shall provide to the District, sufficient proof of compliance with any COVID Requirements to the reasonable satisfaction of the District.
 4. The Parties must ensure that COVID Requirements are fully incorporated into any applicable health and safety plan for the performance of the Work.
- I. Changes to COVID Requirements. The parties acknowledge that a Force Majeure related to COVID -19 may occur and agree that the following provisions shall apply in addition to section 18.1 of the Agreement:

1. The District recognizes that further changes to COVID Requirements may occur due to the COVID-19 pandemic, and such changes may affect performance. Any unexpected performance issues and/or unexpected delays or changes related to COVID-19 will be handled on a case by case basis and in accordance with the terms of the Agreement, which may include an extension of time to perform its obligations.
2. If performance of the Work or the operations of either Party will be hindered or delayed by the COVID-19 pandemic emergency, the affected Party shall give notice to the other Party as soon as practicable after becoming aware of the circumstances.
3. The Parties shall use reasonable efforts and diligence to mitigate and reduce the effect of the circumstances and to minimize delay. Where delay is unavoidable, the Parties shall use their best efforts to adjust Contract Date(s), having due regard to all relevant circumstances. There shall be no adjustment of the Contract Price on account of such delay.
4. The Contractor shall use all reasonable efforts to mitigate any additional costs or delays related to or arising from COVID Requirements. Upon request from the District, the Contractor will promptly submit a sufficient and detailed description, supported by any documentation as the District may reasonably require, of the measures and steps taken by the Contractor to mitigate any additional costs or delays.
5. If there is a valid and sufficiently proven increase or decrease in the cost and/or time to perform Work for the Contractor due to changes in COVID Requirements that came into effect after the date a Contract was executed, then such costs and/or time, if reasonable and proper, may be increased or decreased through a Change Order in accordance with the terms of this Agreement.
6. Despite any other term in this Agreement or a Contract, if the Consultant/vendor/proponent fails to provide sufficient notice or description of additional costs or delays in accordance with the terms of this Agreement, then no extension of time shall be provided to the Contractor and no payment shall be made to the Contractor for any additional expense, cost, or any loss, damages, or compensation incurred or sustained by the Contractor for any reason related to or arising from any changes in COVID Requirements.

6. Warranties

- A. Liens. The Contractor warrants that the materials supplies 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 of the materials or services, they shall be:
 1. Of 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 and/or service supplied to the District 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 testing of or payment for the materials or services by the District.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. 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 District 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 Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. School District/Public Entity's Contractual Remedies

- A. Right to Assurance. If the District 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 District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
 - 1. The School District 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 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 District 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 District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by The School District or damages assessed by the District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511, the District 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 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 District may, by written notice, terminate this Contract, in whole or in part, if The School District 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 District 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 District, 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 District may, by written notice to the Contractor, immediately terminate this Contract if the District determines that the Contractor has been disbarred, 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 District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the District without penalty 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 District. 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 District. 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 General Terms and Conditions, the District 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.
3. The District 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 District for any excess costs incurred by the District 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.

9. Federal Funding Requirements

1. Contractor Violation or Breach of Contract Terms.

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Public Entity expends federal funds, Public Entity reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

2. Termination of Cause or Convenience.

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000.)

Pursuant to Federal Rule (B) above, when Public Entity expends federal funds, Public Entity reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Public Entity also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Public Entity believes, in its sole discretion, that it is in the best interest of Public Entity to do so. Vendor will be compensated for work performed and accepted and goods accepted by Public Entity as of the termination date if the contract is terminated for convenience of Public Entity. Any award under this procurement process is not exclusive and Public Entity reserves the right to purchase goods and services from other vendors when it is in Public Entity best interest.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when Public Entity expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

4. Davis-Bacon Act.

When required by Federal program legislation, contractor agrees that, for all prime construction contracts in excess of \$2,000, contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Current prevailing wage determination issued by the Department of Labor are available at www.wdol.gov. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Public Entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Public Entity expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in

surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when Public Entity expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Public Entity resulting from this procurement process.

6. Rights to Invention Made Under a Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Public Entity, Vendor certifies that during the term of an award for all contracts by Public Entity resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

7. Clean Air Act and Federal Water Pollution Act.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Public Entity, Vendor certifies that during the term of an award for all contracts by Public Entity resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

8. Debarment and Suspension.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Public Entity, Vendor certifies that during the term of an award for all contracts by Public Entity resulting from this procurement process, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

9. Byrd Anti-Lobbying Amendment.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Public Entity Member, Vendor certifies that during the term and after the awarded term of an award for all contracts by Public Entity resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

10. Procurement of Recovered Materials.

When federal funds are expended, Member and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include:(1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of

recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the Member, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

11. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by the Member, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

12. Ban on Foreign Telecommunications.

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hicvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to Federal Rule (L) above, when federal funds are expended by the

Member, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

G. **Contract Claims**

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted there under.

H. **Contractors Employment Eligibility**

By entering into the contract, the contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District 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.

I. **Fingerprint Clearance Cards**

In accordance with A.R.S 15-512(H), a contractor, subcontractor or vendor or 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.

Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, the contractor shall comply with Governing Board Policies of Catalina Foothills Unified School District No. 16.

J. **Terrorism Country Divestments**

Per A.R.S. 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

K. **Gift Policy**

The District will accept no gifts, gratuities, or other items (exception of nominal dollar value) from vendors. The District has adopted a zero tolerance policy concerning vendor gifts. The District may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

14. 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.

15. Contracting; procurement; investment; prohibitions 35-393.01

- A. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- B. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

SPECIAL TERMS AND CONDITIONS

1. Purpose

It is the intent of Catalina Foothills Unified School District No. 16 to contract with an outside firm(s) to provide Voluntary Vision, Basic Life AD&D/Voluntary Life/Dependent Life, Voluntary Short-Term Disability, Pet Insurance and Supplemental Worksite Individual Insurance for an effective date of July 1, 2023. Catalina Foothills Unified School District No. 16 is a public school district with approximately 573 employees.

2. Proposal Questions

Offerors who have questions about this RFP are required to submit their questions in writing to the individuals listed below. All questions must be submitted by February 1, 2023. Responses will be addressed in an Amendment to the RFP, if necessary. The Amendment must be printed and submitted with the final RFP submission by each vendor. The purpose of the Amendment is to clarify, if necessary, the terms of this Request for Proposals, and to prevent any misunderstanding of the District’s intention in this matter. If anyone should have a discrepancy in, or omission from, the general terms and conditions of this Request for Proposals, or if in doubt as to their meaning, such matters should be presented in writing. Phone calls with questions or requests for information regarding the Request for Proposals will not be accepted. Oral statements or instructions will not constitute an amendment to this Request for Proposals. Please submit any questions or discrepancies to Carolyn Seivert, Procurement Specialist, at cseivert@cfsd16.org.

3. Safety

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

4. Anticipated Timeline

| ACTIVITY | DATE |
|---|---|
| RFP Release Date | January 23, 2023 |
| Question Deadline | February 1, 2023 @ 11:00 a.m. Arizona time |
| Proposal Due Date | February 10, 2023 @ 11:00 a.m. Arizona time |
| *Proposal Evaluations Completed | March 10, 2023 |
| *Best and Final Offers Due Date (if needed) | March 27, 2023 |
| *Pre Award Meeting (if needed) | TBD |
| *Governing Board Award Date | April 11, 2023 |

*** These dates are estimates only, and are subject to change without prior notice.**

5. Contract Period

It is the intent of the District to award a multi-term contract, beginning July 1, 2023 and continuing until June 30, 2024. 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 one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.

The estimated requirements cover the period of the contract and are reasonable and continuing. The use of the subsequent multi-term contract will serve the best interests of the school district by encouraging effective competition or otherwise promoting economies of scale in school district procurement.

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor may only be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the materials or services delivered under the contract or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

6. Multiple Awards

A contract under this Proposal may be awarded to multiple vendors.

The District reserves the right to make a multiple award to more than one offer. The award will be limited to the least number of offeror's that the District determines is necessary to meet the needs of the District.

7. Award Basis

The successful offeror(s) will be determined by Evaluation Criteria as stated in the solicitation. The District reserves the right to award as many term contracts for the services as may be in the best interest of the District. Awards will not be made based on price alone.

The District reserves the right to arrange for discussions to assist in the evaluation of proposals in accordance with A.A.C. R7-2-1047.

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the proposal form on the offeror's letterhead over the signature of the person signing the proposal form. Such appendages shall be considered part of the offeror's formal proposal. For the absence of any statements of deviation or exception, the proposal shall be accepted as in strict compliance with all terms and conditions.

If a contractor receives a proposal award, an order is placed and contractor 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. If the proposal item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, contractor must pick up item immediately and replace to the District's satisfaction at no additional charge, or issue full credit, for service a return visit must be re-scheduled within 24 hours. Rejected items must be removed from the District's premises by the vendor upon verbal notification.

8. Evaluation

The proposals will be initially evaluated for conforming to the requirements of the RFP. Then a technical score will be given. The proposals with the highest scores may be interviewed to determine the best interests of the District.

Representatives of the District will evaluate the proposals and rank them from the most likely to the one least likely to meet the requirements outlined in the RFP. If several proposals are very closely ranked, the District may call for interviews to assist in the decision-making. In addition to interviews, the District reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

Award will not be made based on price alone. The award will be made as will best promote the public interest. The factors listed below will be among those considered by the District in selecting the vendor(s).

Evaluation criteria are listed below, in relative order of importance. Specific weighting may be used, but will not be required.

- A. Cost, price competitiveness, extended rate guarantees or caps, and ability to control costs through existing provider contracts and systems. While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted. Point value is 35 Points.
- B. District assessment of the offeror's abilities to meet and satisfy the needs of the District, taking into consideration additional services or expertise offered that exceed the requirements, or the offeror's inability to meet some of the requirements of the specifications. Point value is 25 Points.
- C. Qualifications of the offeror, financial and otherwise (including A.M. Best Rating and other rating services), to provide the District with these services for the required period of time, provide appropriate staffing, staff experience, local representation, references, provide necessary resources, responsiveness and completeness of the proposal, understanding the scope of work, past service to the District, and show a history of demonstrated competence. Point value is 20 Points.
- D. Additional criteria to evaluate include, but not limited to reporting capabilities, scope of provider network(s), benefit structures, claims turnaround time (where appropriate), contract language, ability to cooperate with the District and its representatives, web-based administration services and responsiveness to proposal request. Point value is 20 Points.

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 the products, materials or services proposed. The District's decision shall be final.

The District reserves the right to make awards at any time within one hundred and twenty (120) days after the date of the opening, during which period proposals may not be withdrawn unless authorized by the District.

The District reserves the right to reject any or all proposals or any part thereof, or to accept any proposals or any part thereof; or to waive any informalities when deemed to be in the best interest of the District.

In addition, the District may request a “best and final” offer from those vendors responding and most likely to be awarded the business.

9. Billing

The successful vendor will be required to bill the District on an itemized invoice that indicates the services/materials purchased, and the applicable District purchase order number. Invoices must be sent to the district’s accounts payable, Catalina Foothills Unified School District No. 16, 2101 E. River Road in Tucson, AZ 85718 as shown on the purchase order. Any purchase order issued by Catalina Foothills Unified School District No. 16 will refer to the RFP number of this Proposal.

10. Price Clause

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the proposal.

After the initial contract term and prior to any contract renewal, the District will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the Catalina Foothills Unified School District No. 16.

11. Award

It is expected that the award for this contract will be made in **April 2023**. The District reserves the right to ask for a best and final. Interviews may be required to clarify any issues that arise after each RFP is read.

12. Insurance

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers’ compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming Catalina Foothills Unified School District No. 16 as an additional insured party.

Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

Additional Materials/Services

The District reserves the right to add related materials and/or services to the contract at any time during the contract period. The District shall contact the awarded vendor(s) for prices prior to adding any materials and/or service, accept the quoted price or purchase elsewhere those materials and/or services.

13. Fingerprinting Requirements

The District anticipates that services under this contract which cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with A.R.S. 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by the Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

The District may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should the District request evidence of compliance, the Contractor and any proposed subcontractors shall have five (5) working days from receipt of the request to supply adequate information. Failure to supply the requested information or if the District suspects or finds the Contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: non consideration of contract award; suspension of work; termination of the contract for default; and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

DOCUMENTS REFERENCED:

You may access a copy of the rules/documents referenced within this bid at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at:

<http://www.azleg.gov/ArizonaRevisedStatutes.asp>

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at

<http://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>

EXHIBIT #2 - PROPOSAL INFORMATION AND REQUIREMENTS CATALINA FOOTHILLS UNIFIED SCHOOL DISTRICT NO. 16

You are required to submit:

- One (1) original
- Five (5) copies of the proposal
- A copy of the actual proposal from your company that you are referencing in any of your responses to the RFP
- **Five (5) electronic copies in the form of a flash drive in MS Office format (INCLUDE 1 IN EACH PROPOSAL). Please do not send an electronic copy in Adobe format.**

Your proposal MUST be received by the District by Friday, February 10, 2023 at 11:00 AM, Arizona Time. Proposals must be submitted in a sealed envelope. The label should include the following information: Request for Proposal Number, **23-06-28**, and the offeror's name and address. If your proposal is received after the date/time above, it will be returned unopened to you.

Faxed or Emailed Proposals will not be accepted

**Procurement Specialist
Catalina Foothills Unified School District No. 16
2101 E. River Road
Tucson, AZ 85718**

1. **All data entered on the RFP exhibits and RFP benefit documents will supersede the proposal on your company paper. Should there be any discrepancies between the proposal on your company paper and the data your organization enters on the exhibits in the RFP, the exhibit in this RFP will prevail. If the exceptions are not included and explained on the certified response forms, the data contained in the RFP and exhibit will supersede the data in the proposal on your company paper.**
2. Assume an effective date of July 1, 2023 12:01 a.m. 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.
3. Written questions regarding this RFP must be received by Carolyn Seivert, Procurement Specialist, at cseivert@cfsd16.org by February 1, 2023 by 11:00 am. All questions must reference the page number and item that is to be addressed. Questions will not be answered if not addressed within the timeframe above.
4. Certified Response Forms must be completed. (Your company must complete all forms, do not indicate "reference other part of RFP on these documents").
5. Your proposal may include a response to all employee benefits benefit programs listed in this RFP. Your proposal on any or all of the programs will be evaluated.

6. Current District waiting periods:
 - All employees working 30 hours or more are eligible first of the month following date of hire.
 - Retirees under age 65 are eligible as of date of retirement, and coverage ends once retiree turns 65.
 - Note: Domestic partnerships are not covered.
7. It is the intent of the District to enter into a five-year agreement with the selected vendor(s). Continuance of the contract will be subject to future satisfactory service performance and renewal negotiations.
8. If your company will not provide a proposal without commissions, you will need to indicate the exact amount of commission that will then be used as an offset to the consultant's fee.
9. Current District contributions toward the cost of the respective plans are:
 - Voluntary Vision – 0% of cost
 - Life AD&D – 100% of cost
 - Voluntary Life/Dependent Life – 0% of cost
 - Voluntary Short-Term Disability – 0% of cost
 - Pet Insurance – 0% of cost
10. It is the intent of the district to solicit not only commercial carrier/vendor responses but also those from public school trusts. All Trusts seeking to offer a proposal must complete all applicable exhibits in their entirety and will be part of the same procurement process for all "non-trust" or commercial respondents.
11. **All benefit programs:** – We assume your rates cover children "up to age 26" regardless of full-time student status or marital status. Verify.
12. Gallagher Benefit Services is currently the consultant for the District. Lisa Weston is the producer on the account.

PROPOSAL FORMATTING REQUIREMENTS

One (1) original

Five (5) copies of your proposal should be submitted.

The District requires an electronic copy in MS Office format on a flash drive to be included in "each" proposal. Please do not send an electronic copy in Adobe format.

The CATALINA FOOTHILLS UNIFIED SCHOOL DISTRICT No. 16 will not assume responsibility for any costs related to the preparation or submission of the proposal. In order for your proposal to be considered, the following shall be included and should be referenced with *index tabs*:

Letter of Interest. Include a signed letter of interest, stating the firm's interest and qualifications in providing these services. Letter shall include firm's history, local office, primary contact, and form of ownership.

- Tab 1 **Certified Proposal Response Forms. Include complete** Certified Proposal Response forms using the instructions stated on the forms. Also, include benefit summaries for all plans quoted. **[YOU MUST COMPLETE THESE IN FULL, \(DO NOT DIRECT THE DISTRICT TO REFER TO ANY OTHER DOCUMENTS IN THE PROPOSAL\).](#)**
- Tab 2 **Offer and Acceptance Form and Non-Collusion Affidavit and Signed I.R.S. W-9 Form, Request for Taxpayer I.D. Number.** Complete and sign the attached Offer and Acceptance Form as per the instructions stated on the form. Complete and sign the attached Non-Collusion Affidavit. **Note: This form must be notarized.** Complete and sign the attached W-9 Form. A copy of this form may also be obtained from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- Tab 3 **Sample Documents.** Include sample documents as stated in Proposal Information and Requirements.
- Tab 4 **Ancillary Contract (If necessary).** The form of contract for any award made as a result of this proposal will be a District purchase order (issued annually), referencing this RFP. The RFP shall be considered a part of the contract. The amount will be based upon the fees shown in the proposal, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the proposed contract must be included with the proposal.
- Tab 5 **Electronic copy of proposal.** The District requires an electronic copy in MS Office format on a Flash Drive to be included in "each" proposal also be sent. Please **do not** send an electronic copy in Adobe format. Your electronic submission should be in Word Format on a separate disk.

VOLUNTARY VISION INSURANCE INFORMATION

**EXHIBIT #3 – VOLUNTARY VISION
 CATALINA FOOTHILLS UNIFIED SCHOOL DISTRICT No. 16**

RATES AND BENEFITS



Catalina_Summary_De Catalina_Contract_Del
 Ita Dental_Vision 2022ta Dental_Vision signe

| PEPM Rates: 7/1/20 – 6/30/24 | GOLD PLAN |
|-------------------------------------|------------------|
| Employee (EE) Only | \$5.25 |
| EE + Spouse | \$9.46 |
| EE + Child(ren) | \$10.51 |
| EE + Family | \$13.65 |

EXPERIENCE INFORMATION



19-20 Vision
 experience.pdf



20-21 Vision
 Experience.pdf



Vision_actives
 Premium_and_Claims_

REQUESTED BENEFITS/PROPOSAL AND QUESTIONNAIRE FORMS

1. Quote the same plan designs as current.
2. Current District waiting periods:
 - All employees working 30 hours or more are eligible first of the month following date of hire.
 - Retirees effective first of the month following date of retirement up to age 65.
 - Note: Domestic partnerships are not covered.
3. Please note that retiree coverage is provided. Coverage terminates the month in which the retiree turns 65.
4. Your proposal should maintain or match as closely as possible the current benefit plans. Plans should be fully insured; however the district will also review fixed contribution Self-funded and/or fully insured arrangements through trusts organized under ARS 15-382 (et al). If unable to offer the current plans, provide a proposal for your most competitive programs.
5. Dependent eligibility must match Health Care Reform definition of up to age 26.

6. It is imperative that the following exhibits below be completed and returned in both hard copy and electronic format on a flash drive in Word/Excel format, along with your submission. Please make sure all information is addressed. Failure to do so will impact the analysis of your bid.

7. ***Complete the following Certified Proposal Response Forms, Questionnaire and Provider Match Exhibit and submit (double click icon to open document) as part of the proposal.***



Vision Evaluation.xlsx



Vision Provider
Match Exhibit Shell.xls



Vision
Questionnaire.xlsx

BASIC LIFE AD&D AND VOLUNTARY LIFE/DEPENDENT LIFE

**EXHIBIT #4 – BASIC LIFE AD&D AND VOLUNTARY LIFE/DEPENDENT LIFE
 CATALINA FOOTHILLS UNIFIED SCHOOL DISTRICT No. 16**

FEES AND BENEFITS

Benefit Summary



Catalina_Benefit Summary 2021_Minn IN_Life and Vol Life wit

Certificate of Coverage



Catalina_Minnesota Life_2020 Life CertificaSchool_Cert_Minnesot

Rates for 2020, 2021, 2022

| Rates | |
|---------------------------|---------|
| Life Rate Per \$1,000 Vol | \$0.079 |
| AD&D Rate Per \$1,000 Vol | \$0.018 |

| Voluntary Rates per \$1,000 | Employee [Smoker] | Employee [Non-smoker] | Spouse [Smoker] | Spouse [Non-smoker] |
|--------------------------------------|-------------------|-----------------------|-----------------|---------------------|
| Age Range (spouse based on EE's age) | | | | |
| 0 - 19 | \$0.050 | \$0.043 | \$0.050 | \$0.043 |
| 20 - 24 | \$0.050 | \$0.043 | \$0.050 | \$0.043 |
| 25 - 29 | \$0.050 | \$0.043 | \$0.050 | \$0.043 |
| 30 - 34 | \$0.070 | \$0.060 | \$0.070 | \$0.060 |
| 35 - 39 | \$0.089 | \$0.064 | \$0.089 | \$0.064 |
| 40 - 44 | \$0.099 | \$0.085 | \$0.099 | \$0.085 |
| 45 - 49 | \$0.149 | \$0.128 | \$0.149 | \$0.128 |
| 50 - 54 | \$0.229 | \$0.203 | \$0.229 | \$0.203 |
| 55 - 59 | \$0.429 | \$0.331 | \$0.429 | \$0.331 |
| 60 - 64 | \$0.659 | \$0.523 | \$0.659 | \$0.523 |
| 65 - 69 | \$1.260 | \$0.929 | \$1.260 | \$0.929 |
| 70 - 74 | \$2.050 | \$1.630 | \$2.050 | \$1.630 |
| 75* | \$2.050 | \$2.940 | \$2.050 | \$2.940 |
| Child Rate | \$0.200 | | | |

EXPERIENCE INFORMATION



Catalina Foothills
 1-1-19 to 6-30-22.pdf

REQUESTED BENEFITS/PROPOSAL FORMS AND QUESTIONNAIRE

1. Quote the same plan designs as current.
2. It is imperative that the following exhibits below be completed and returned in both hard copy and electronic format on a flash drive in Word/Excel format, along with your submission. Please make sure all information is addressed. Failure to do so will impact the analysis of your bid.
3. Current District waiting periods:
 - All employees working 30 hours or more are eligible first of the month following date of hire.
 - Note: Domestic partnerships are not covered.
4. ***Complete the following Certified Proposal Response Forms and Questionnaire and submit (double click icon to open document) as part of the proposal submitted.***



Life_AD&D_Supplemental Life Evaluation.xls



Life and Vol Life Questionnaire.xlsx

VOLUNTARY SHORT-TERM DISABILITY

**EXHIBIT #5 – VOLUNTARY SHORT-TERM DISABILITY
 CATALINA FOOTHILLS UNIFIED SCHOOL DISTRICT NO. 16**

FEES AND BENEFITS

Summary and Certificate



Catalina_Ben



Catalina

Summary 2021_MadisFoothills_Certificate_M

Rates 2020, 2021, 2022

| Voluntary Rates | Per \$10 of Weekly Benefit |
|------------------------|-----------------------------------|
| Age Range | |
| 0 - 19 | \$0.383 |
| 20 - 24 | \$0.383 |
| 25 - 29 | \$0.359 |
| 30 - 34 | \$0.357 |
| 35 - 39 | \$0.300 |
| 40 - 44 | \$0.272 |
| 45 - 49 | \$0.300 |
| 50 - 54 | \$0.336 |
| 55 - 59 | \$0.386 |
| 60 - 64 | \$0.436 |
| 65 - 69 | \$0.383 |
| 70 - 74 | \$0.383 |
| 75 - 79 | \$0.383 |
| 80+ | \$0.383 |

EXPERIENCE INFORMATION

No experience is available.

REQUESTED BENEFITS/PROPOSAL FORMS AND QUESTIONNAIRE

1. Quote the same plan designs as current.

2. It is imperative that the following exhibits below be completed and returned in both hard copy and electronic format on a flash drive in Word/Excel format, along with your submission. Please make sure all information is addressed. Failure to do so will impact the analysis of your bid.
3. Current District waiting periods:
 - All employees working 30 hours or more are eligible first of the month following date of hire.
4. ***Complete the following Certified Proposal Response Forms and Questionnaire and submit (double click icon to open document) as part of the proposal submitted.***



Voluntary STD
Evaluation.xlsx



Vol STD
Questionnaire .xlsx

PET INSURANCE

**EXHIBIT #6 – PET INSURANCE
 CATALINA FOOTHILLS UNIFIED SCHOOL DISTRICT NO. 16**

FEES AND BENEFITS



Catalina_highlights
 2021_UPC_Pet_202104

| COST ANALYSIS | 2019 Pricing | | 2020, 2021 and 2022 Pricing | |
|--------------------|------------------|----------------|-----------------------------|----------------|
| | Choice/Preferred | Select | Choice/Preferred | Select |
| 1 Pet | \$10.60 | \$8.75 | \$11.66 | \$9.60 |
| 2 Pets | \$20.20 | \$16.60 | \$22.24 | \$18.24 |
| 3 Pets | \$29.60 | \$24.30 | \$32.58 | \$26.76 |
| Addtnl Pets | \$9.30 | \$7.70 | \$10.20 | \$9.60 |

REQUESTED BENEFITS/PROPOSAL FORMS AND QUESTIONNAIRE

1. Quote the same plan designs as current.
2. It is imperative that the following exhibits below be completed and returned in both hard copy and electronic format on a flash drive in Word/Excel format, along with your submission. Please make sure all information is addressed. Failure to do so will impact the analysis of your bid.
3. Current District waiting periods:
 - All employees working 30 hours or more are eligible first of the month following date of hire.
4. ***Complete the following Certified Proposal Response Forms and Questionnaire and submit (double click icon to open document) as part of the proposal submitted.***



Pet Carrier
 Template.xlsx



Pet
 Questionnaire.xlsx

**EXHIBIT #7 – EXCEPTIONS TO THE PROPOSAL REQUEST
CATALINA FOOTHILLS UNIFIED SCHOOL DISTRICT No. 16**

If any exceptions or differences from requested in the RFP, carriers need to clearly indicate on the certified Response forms and explain. (Do not list on this sheet.)

EXHIBIT #8 - CENSUS
CATALINA FOOTHILLS UNIFIED SCHOOL DISTRICT No. 16



Catalina census
2023.xls

EXHIBIT #9 – REQUIRED FORMS TO COMPLETE
CATALINA FOOTHILLS UNIFIED SCHOOL DISTRICT No. 16

The forms on the following pages must be completed, signed as necessary and submitted with your proposal. If they are not completed correctly this may disqualify your bid.

- Submission Documents
- References
- Offer and Acceptance (signature required)
- Non-Collusion Affidavit (signature and notary required)
- W-9 (signature required)
- Addenda (if applicable)
- Notice of Request for Proposal (if applicable, not required)

SUBMISSION DOCUMENT
CATALINA FOTHILLS UNIFIED SCHOOL DISTRICT No. 16

Company Name: _____

| <u>Proposing Coverage for:</u> | Proposals Submitted? (<u>Yes/No</u>) | List any coverage(s) that are required to be combined with your proposal. If your proposal is not contingent upon other coverage, indicate "NONE". |
|------------------------------------|---|--|
| 1. Voluntary Vision | _____ | _____ |
| 2. Basic Life AD&D | _____ | _____ |
| 3. Voluntary Life AD&D | _____ | _____ |
| 4. Voluntary Short Term Disability | _____ | _____ |
| 5. Pet Insurance | _____ | _____ |

Addenda Acknowledgement

Addenda Number:

Initials:

Date:

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Signature: _____ **Date:** _____

REFERENCES/PERFORMANCE EVALUATION SURVEY

Please print this page and have completed by each of your references (three references for both current and former clients) and return with your RFP submission:

Client's Company Name

| | | |
|-------------------|--------------|------------|
| Person Completing | Phone Number | Fax Number |
|-------------------|--------------|------------|

Carrier/Vendor being Surveyed

Name of Primary Contact with Carrier/Vendor

To Whom It May Concern:

Catalina Foothills Unified School District No. 16 has implemented a process that collects past information on carriers/vendors. The information will be used to assist the District in the evaluation of the above firm.

The Firm listed above has identified your company as a reference in regards to an RFP for benefit services that they are responding to. Both the firm and Catalina Foothills Unified School District No. 16 would greatly appreciate you taking a few minutes out of your busy day to complete the following questionnaire.

Please evaluate the Performance of the Firm (10 means-you are Always satisfied and have no question about hiring them again, 5 means- you are Sometimes satisfied, and 1 means- you are very Dissatisfied and would never hire them again because of very poor performance). If you do not have sufficient knowledge of past performance in a particular area, leave it blank. If there are any additional comments, please include on a separate sheet.

| NO. | Criteria | Unit | Score |
|-----|--|--------|-------|
| 1 | Quality of Services | (1-10) | |
| 2 | Implementation | (1-10) | |
| 3 | Responsiveness to client issues | (1-10) | |
| 4 | Ability to Meet Specified Deadlines | (1-10) | |
| 5 | Ability to Maintain Confidentiality | (1-10) | |
| 6 | Communication | (1-10) | |
| 7 | Overall Customer Satisfaction Based on Performance (comfort level in using vendor again) | (1-10) | |
| 8 | Most valued attributes of the vendor (please list) | | |

TOTAL POINTS _____

Thank you for your time and effort in assisting the vendor in this important endeavor.

| | |
|--------------|-------|
| Signature | Date |
| Printed Name | Title |

| | | | | | |
|---|--|-----------------------------|--|--|--|
| RFP No. 23-06-28 | | OFFER AND ACCEPTANCE | | CATALINA FOOTHILLS UNIFIED SCHOOL DISTRICT No. 16 2101 E. River Road Tucson, AZ 85718 | |
| The Undersigned hereby offers 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 offer. | | | | | |
| Company Name | | | For Clarification of this Offer, contact: | | |
| Arizona Transaction (Sales) Privilege Tax License No. | | | | | |
| Federal Employer Identification No. | | | Name | | |
| Street Address | | | Phone | | |
| City | | | Fax | | |
| State | | Zip | | E-mail | |
| Tax Rate (if applicable) ____% | | | _____ Signature of Person Authorized to Sign Offer | | |
| | | | Printed Name of Person Authorized to Sign Offer | | |
| | | | Title | | |

CERTIFICATION

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

1. The submission of the Bid did not involve collusion or other anti-competitive practices and bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O), A.A.C. R7-2-1003(J) and A.A.C. R7-2-1042(A.1.1) have occurred.
2. The Bidder 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 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 Offer. 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.
4. The Bidder warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 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.
5. In accordance with A.R.S. § 35-392, the Bidder is in compliance and shall remain in compliance with the Export Administration Act.
6. In Accordance with A.R.S. § 35-393, the bidder is not engaged in and for the duration of the contract will not engage in a boycott of Israel.
7. In Accordance with A.R.S. § 35-394, the bidder is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors, or suppliers thereof.
8. In accordance with A.R.S. § 15-512, the Bidder shall comply with fingerprinting requirements unless otherwise exempted.
9. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
10. By submission of this Bid, 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

When approved for award and countersigned below by the Procurement Department or authorized designee, the offer is accepted.

The Contractor is now bound to sell the materials 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 District.

This contract shall henceforth be referred to as Contract No. 23-06-28

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

Awarded this _____ day of _____ 2023

Authorized signature

NON-COLLUSION AFFIDAVIT

State of Arizona

County of ()

_____, affiant,

the _____
(Title)

(Contractor/Offeror)

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 proposing, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20 _____

Signature of Notary Public in and for the

State of _____

County of _____

Form W-9
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

| | | |
|--|--|---|
| Print or type. See specific instructions on page 3. | <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>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.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ▶ _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p><input type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> |
| | <p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p> | <p>Requester's name and address (optional)</p> |

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 | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table> | | | | | - | - | - | - |
| | | | | | | | | |
| - | - | - | - | | | | | |
| OR | | | | | | | | |
| Employer identification number | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table> | | | | | - | - | - | - |
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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.



**NOTICE OF REQUEST FOR PROPOSAL
CATALINA FOOTHILLS UNIFIED SCHOOL DISTRICT No. 16**

REQUEST FOR PROPOSAL NUMBER **23-06-28**

MATERIAL OR SERVICE **Voluntary Vision, Basic Life AD&D, Voluntary Life, Voluntary Dependent Life, Voluntary Short-Term Disability, and Pet insurance**

DUE DATE **Friday, February 10, 2023 at 11:00 AM ARIZONA TIME**

OPENING LOCATION CATALINA FOOTHILLS SCHOOL DISTRICT No. 16
2101 E. River Road
Tucson, AZ 85718

If you do not wish to bid on this solicitation, please provide written notification of your decision. Please indicate below in the appropriate area the reason(s) for your decision and return this page. Failure to respond may result in deletion of your name from the district’s vendor listing. This form may be returned to the address listed below, or faxed to 520-209-7571. A “No Bid” will be considered a response.

- I am submitting a “No Bid” at this time.
- I cannot provide services of this nature.
Please remove my name from this category. I will submit a revised Vendor Registration Form.
- I no longer wish to do business with CATALINA FOOTHILLS SCHOOL DISTRICT #16.
- I am no longer in the business to provide these services.

| | | | |
|---|----------------------|-------|-----|
| Name of Company | Date Signed | | |
| Authorized Signature/Local Representative | Telephone/Fax Number | | |
| Type Name and Position Held with Company | | | |
| Mailing Address | City | State | Zip |

RFP Notice released: January 23, 2023