NOTICE OF REQUEST FOR PROPOSALS

Request for Proposal (RFP) Number: 28-002-33

Material and Service: Group Dental Benefits Coverage

RFP Issuance Date: November 09, 2026

RFP Due Date: December 17, 2026 **Time:** 2:00 pm local time

RFP Opening Location: Vail Unified School District No. 20
Calvin Baker Leadership Center, Purchasing Office
13801 E Benson Highway, Ste B.
Vail, Arizona 85641

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) put into effect by the State Board of Education pursuant to A.R.S. § 15-213, proposals for the materials or services specified will be received by the **Vail Unified School District No. 20** at the above specified location, until the time and date cited. Proposals received by the correct time and date will be opened and only the name of each Offeror shall be publicly read and recorded. All other information contained in the Proposal shall remain confidential until award is made. **If you need directions to our office**, **please call (520) 879-2000.**

It is the intent of the District to award a term contract for a period of one year, with the option to be renewed for up to four additional one-year contracts, or any portion thereof.

Proposals shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. The official time will be determined by the clock designated by the school district. **Late proposals shall not be considered.**

Proposals: **One (1) original hard copy, and one (1) electronic copy** must be submitted in a sealed envelope/box with the RFP number and Offeror's name and address clearly indicated on the package.

Electronic copy: The proposal shall be on a **USB/flash drive** in **PDF** format; and shall also **include a copy of the attached Questionnaire in the Excel format**. The electronic copy must contain the complete proposal <u>including</u> the cost proposal information. CD-ROM copies will not be accepted.

Committee Copies: Five (5) additional hard copies of the proposal shall be submitted for evaluation committee review. Each committee copy shall include the complete proposal.

Emailed or faxed proposals shall not be accepted. All Proposals must be legible and completed in ink or typewritten. Additional instructions for preparing the proposal are provided herein.

Offerors are strongly encouraged to carefully read the entire Request for Proposal. Questions regarding this Request for Proposal should be directed <u>in writing</u> to:

Tori Gamble, Purchasing Supervisor
Email: gamblet@vailschooldistrict.org

Questions received after November 30, 2026 at 10:00 a.m. will not be answered. Responses to questions shall be answered in the form of a posted addendum on or before December 07, 2026. Verbal inquiries will <u>not</u> be answered.

TABLE OF CONTENTS

SECTION	PAGE
CALENDAR OF EVENTS	**3**
DOCUMENTS REFERENCED:	**3**
UNIFORM INSTRUCTIONS TO OFFERORS	**4**
UNIFORM GENERAL TERMS AND CONDITIONS	**10**
FEDERAL FUNDING REQUIREMENTS	**18**
SPECIAL INSTRUCTIONS TO OFFERORS	**21**
SPECIAL TERMS & CONDITIONS	**24**
SCOPE OF WORK	**30**
CURRENT PROGRAM OVERVIEW & SPECIFICATIONS	**30**
MANDATORY SCOPE OF SERVICES & TECHNICAL SPECIFICATIONS	**30**
ELIGIBILITY AND PARTICIPATION RULES	**30**
HISTORICAL PREMIUM RATE HISTORY & CURRENT CONTRIBUTIONS	**31**
EXHIBITS AND REQUIRED ATTACHMENTS	**32**
NON-DISCLOSURE STATEMENT	**33**
COST PROPOSAL	**34**
SUBMITTAL REQUIREMENTS	**35**
PROPOSAL FORMAT	**36**
DEVIATIONS AND EXCEPTIONS	**37**
CONFIDENTIAL/PROPRIETARY SUBMITTALS	**38**
OFFER AND ACCEPTANCE	**39**
NON-COLLUSION AFFIDAVIT	**40**
CONFLICT OF INTEREST	**41**
STATEMENT OF NO BID	**42**
SAMPLE VENDOR FORM	**44**
SAMPLE IRS FORM W9	**44**
IMPORTANT INSTRUCTIONS FOR SEALED PROPOSAL SUBMISSION	**45**

ATTACHMENT:..... .....EXCEL RESPONSE WORKBOOK
(DENTAL ATTACHMENT A - DENTAL PROPOSAL QUESTIONNAIRE.XLSX)

CALENDAR OF EVENTS

The Calendar of Events is an integral part of the Proposal Requirements and Contract Documents. All times refer to Local Time. The calendar of events is subject to change.

Event	Date and Time
Issue Solicitation	**November 09, 2026**
Pre-proposal Conference	**N/A**
Last Day for Questions/Addendums	**November 30, 2026 @ 10:00 a.m.**
Proposals Due	**December 17, 2026 @ 2:00 p.m. Local AZ Time**
Proposal Evaluations	(*estimated*) **January 05 – January 22, 2027**
Recommendation to Governing Board (*anticipated*)	**February 23, 2027**
Contract Effective	**July 01, 2027**

DOCUMENTS REFERENCED:

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

Arizona Revised Statutes (A.R.S.) is available at: http://www.azleg.gov/arstitle

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

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

Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations is available at: https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html

UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

In addition to the definitions specified in Arizona Administrative Code R7-2-1001, 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. "***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 or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.

C. ***Contract Amendment"*** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

D. ***"Days"*** means calendar days unless otherwise specified.

E. ***"Exhibit"*** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

F. ***"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.

G. ***"Offeror"*** means a vendor who responds to a Solicitation.

H. ***"Procurement Officer"*** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.

I. ***"Responsible Offeror"*** means the offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance.

J. ***"Responsive Offeror"*** means an Offeror who submits a Proposal that conforms in all material respects to this Request for Proposals, Instructions to Offerors, Scope of Work, and all incorporated attachments, exhibits, and specifications.

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

L. ***"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.

2. Inquires

A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the due date and time nor shall it give rise to any Contract claim.

B. Solicitation Contact Person. The Procurement Officer, or the person identified in the Solicitation as the contact for inquires, requires that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. 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 inquiries concerning this Solicitation to any

other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries shall require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph.

D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal 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 or Addendum. An Offeror may not rely on verbal responses to inquiries.

F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.

G. Pre-Proposal Conference. If a Pre-Proposal conference has been scheduled under this Solicitation, the date, time, and location will appear on the Solicitation cover sheet or elsewhere within the Solicitation. An Offeror should raise any questions they 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 a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Proposal Preparation

A. Forms: A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

B. Typed or Ink; Corrections. The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under A.A.C. R7-2-1030.

C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.

D. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted on the Deviations and Exceptions page in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation criteria as stated in the Solicitation or result in rejection of the offer.

E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.

F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.

G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, the person signing the Proposal shall acknowledge each Solicitation Amendment or Addendum. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Proposal.

H. Federal Excise Tax. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Proposal, the School District/Public Entity will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.

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 and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.

J. Identification of Taxes in Offer. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Proposal, the School District/Public Entity will conclude that the price(s) offered includes all applicable taxes.

K. Disclosure. If the firm, business, or person submitting this Proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

1. Amendments;
2. Special Terms and Conditions;
3. Uniform Terms and Conditions;
4. Statement or Scope of Work/Specifications;
5. Attachments;
6. Exhibits;
7. Special Instructions to Offerors; and
8. Uniform Instructions to Offerors

M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Proposal

A. Sealed Envelope or Package. Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or

package.

B. Electronic Submission. **If** determined by the District that electronic submission of proposals is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the solicitation. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected

C. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due data and time at the location designed in the RFP. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under A.A.C. R7-2-1044.

D. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District/Public Entity. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District/Public Entity. If an Offeror believes that information in its Proposal should remain confidential, it shall stamp as confidential that information and submit a statement with its Proposal detailing the reasons that information should not be disclosed. The School District/Public Entity shall make a determination on whether the stamped information is confidential pursuant to the School District/Public Entity's Procurement Code.

E. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quotes have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and

2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state, and local laws and executive orders regarding employment; and

3. By submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency: and

4. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

5. By submission of this proposal, that Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1003(J).

5. 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. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest proposed cost.

C. Late Proposals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in A.A.C. R7-2-1044.

D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

E. Proposal Acceptance Period. In accordance with A.A.C. R7-2-1001 and R7-2-1042, an Offeror submitting a proposal in response to this solicitation shall hold its proposal open, firm, and irrevocable for a period of **ninety (90) calendar days** following the proposal due date and time. No offeror may withdraw, modify, or cancel its proposal during this 90-day acceptance period, except as otherwise permitted under A.A.C. R7-2-1030 or upon written consent of the District Procurement Officer.

F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/Public Entity reserves the right to:

1. Waive any minor informality;
2. Reject any and all Proposals or portions thereof; or
3. Cancel a Solicitation.

6. Award

A. Number or Types of Awards. Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District/Public Entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/Public Entity's interest, "all or none" Proposals shall be rejected.

B. Contract Commencement. A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the District/Public Entity accepts the Proposal in writing with an authorized signature on the Offer and Acceptance Form and issues a Purchase Order. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.

C. Effective Date. The effective date of this Contract shall be the date that the District Representative signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

D. Final acceptance. The final acceptance will be contingent upon the approval of the Governing Board.

7. Protests

Protests shall comply with and be resolved in accordance with the Arizona School District Procurement Rules, A.A.C. R7-2-1141 through R7-2-1153. All protests shall be in writing and filed with the District Representative, John Carruth, Superintendent. Protests based on alleged improprieties in the Solicitation that are apparent before the proposal due date and time shall be filed before that date and time. All other protests, including protests of a

proposed award or an award, shall be filed with the District Representative within ten (10) days after the District makes the procurement file available for public inspection, except as otherwise provided in A.A.C. R7-2-1143.

A. A protest shall include:

- The name, addresses, and telephone number of the interested party
- The signature of the interested party or the interested party's representative;
- Identification of the purchasing agency and the Solicitation or Contract number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

B. The interested party shall supply promptly any other information requested the District representative.

a. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.

b. In cases other than those covered in section C of this section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public inspection.

C. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM GENERAL 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. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

E. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

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. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/Public Entity and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/Public Entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/Public Entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.

E. Notices. The School District/Public Entity shall make notices to the Contractor required by this Contract 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 School District/Public Entity 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 School District/Public Entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/Public Entity.

3. Costs and Payments

A. Payments. Payments shall comply with the requirements of A.R.S. § 35-342 and § 41-2577, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/Public Entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.

B. Applicable Taxes.

1. Payment of Taxes by the School District/Public Entity. The School District/Public Entity will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.

C. State and Local Transaction Privilege Taxes. The School District/Public Entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

D. 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, require all Subcontractors to hold the School District/Public Entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

E. IRS W-9. In order to receive payment under any resulting Contract, Offeror shall have a current I.R.S. W-9 Form on file with the School District/Public Entity.

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

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. 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 of 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 school district 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 School District/Public Entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/Public Entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/Public Entity of materials furnished or work performed under this Contract. The School District/Public Entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
2. Force Majeure shall not include the following occurrences:
   a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
   b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.; or
   c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt 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 that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the School District/Public Entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

6. Warranties

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District 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 or service supplied to the School District/Public Entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/testing of or payment for the materials or services by the School District/Public Entity.

E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability or 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 Contractor 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 School District/Public Entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by District Administration 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 School District/Public Entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the

demand may, at the School District/Public Entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. Stop Work Order.

1. The School District/Public Entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

C. Non-exclusive Remedies. The rights and the remedies of the School District/Public Entity under this Contract are not exclusive.

D. Non-conforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/Public Entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right of Offset. The School District/Public Entity shall be entitled to offset against any sums due the Contractor any expenses or costs incurred by the School District/Public Entity or damages assessed by the School District/Public Entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

8. Contract Termination

A. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 and A.A.C. R7-2-1087 (F) the School 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/Public Entity is, or becomes at any time while the Contract or an extension to 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. Gifts or Benefits. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the School District who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1087(G).

C. Gratuities. In accordance with A.A.C. R7-2-1087(H) the School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/Public Entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The

School District/Public Entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

D. Suspension or Debarment. The School District/Public Entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/Public Entity determines that the Contractor has been 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.

E. Termination for Convenience. The School District/Public Entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/Public Entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/Public Entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

F. Termination for Default.

1. In addition to the rights reserved in the Uniform General Terms and Conditions, the School District/Public Entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity.

3. The School District/Public Entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/Public Entity for any excess costs incurred by the School District/Public Entity re-procuring the materials or services.

G. 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. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. § Title 15-213 and A.A.C R7-2-1155 through R7-2-1181 and rules adopted thereunder.

10. Gift Policy

The District will accept no gifts, gratuities or advertising products from Offerors. The District has adopted a zero-tolerance policy concerning Offeror gifts. The District may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

11. Integrity of Proposal

By signing this Proposal, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to any employee of the School District/Public Entity in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted proposal or any resulting contract.

12. 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.

13. Contractor's Employment Eligibility

By entering into this contract, Contractor warrants compliance with ARS §41-4401, §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.

14. Terrorism Country Divestments

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

15. Fingerprint and Background Checks

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. 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, contractor shall comply with Governing Board Policies of the District.

16. Clarifications/Discussions

A. Clarifications. Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Proposal. It is achieved by explanation or substantiation, either in a written response to an inquiry from the School District/Public Entity or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

17. Confidential/Proprietary Information

Confidential Information Request. If Offeror believes that its Proposal contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the School District/Public Entity of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform Offeror in writing of such determination.

When submitting a response containing "CONFIDENTIAL" information, Offeror agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or

injury, including attorney's fees, arising out of or resulting from the District withholding information that offeror marked as "CONFIDENTIAL".

When requesting information in your Response to be considered as Confidential/Proprietary, a complete hardbound and electronic copy of the solicitation with the Confidential/Proprietary material redacted must also be submitted with your Offer and so identified. Failure to submit redacted copies may result in denial of request.

Contract terms and conditions, pricing and information generally available to the public are not considered confidential information under this section.

Public record: All Proposals submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official.

FEDERAL FUNDING REQUIREMENTS

This section applies to any procurement where the District utilizes Federal funds. For contracts resulting from such procurements, specific certifications and provisions are required.

The Offeror hereby agree that by responding to this Request for Proposal, it is understood the terms and conditions outlined within the Federal Funding Requirements shall apply to the Contract between the District and the awarded Vendor(s) in all instances where Federal funds are, or will be, used for payment.

1. **Affordable Care Act:** The Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by State or Federal law.

2. **Disclosure of Lobbying Activities:** Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the Offeror must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over $100,000)

3. **Certification Regarding Lobbying:** Pursuant to 31 USC 1352, the Offeror must submit a certification regarding lobbying which conforms in substance with the language provided in 2CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions.

4. **Certificate of Independent Price Determination:** The Offeror admits that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor certification regarding non-collusion.

5. **Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation:** The Offeror will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.

6. **Contract Work Hours and Safety Standard Act:** The Offeror shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over $100,000)

7. **Debarment, Suspension, Ineligibility and Voluntary Exclusion:** By signing the Offer & Acceptance form, the Offeror certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The Offeror shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over $25,000)

8. **Energy Policy and Conservation Act:** The Offeror shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94–163, 89 Stat.871.)

9. **Equal Employment Opportunity:** The Offeror shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).

10. **Record Keeping:** The books and records of the Offeror pertaining to operations under this Agreement shall be available to the District at any reasonable time. These records are subject to inspection or audit by representatives of the District, State Agency, the US Department of Agriculture (for food/nutrition only), and the US General Accounting Office at any reasonable time and place. The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S § 35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).

11. **Termination Clause:** The District may terminate the contract for cause and for convenience. Appendix II to 2 CFR Part 200. (Only applies to contracts over $10,000)

12. **E-Verify Requirement:** The Offeror warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

13. Description of process for enabling vendors to receive or pick up orders upon contract award. Once the District has made the decision to order from a vendor of an awarded contract, price will be confirmed/verified and purchase orders issued and sent to the vendor, based upon the needs of the District. No volume is implied or guaranteed.

14. **Solid Waste Disposal Act:** The Offeror shall comply with Section 6002 of the Solid Waste Act and its implementing regulations.

15. **Minority & Woman Businesses:** When federal funding may be used, the District shall take affirmative steps to ensure minority businesses, women's business enterprises, and labor surplus area firms are notified of solicitation opportunities when possible. Prime contractors are required to take the same affirmative steps let 2 CFR Part 200.321

16. **Contract Violations or Breach of Contract:** The District reserves all administrative, contractual and legal rights and privileges under applicable laws and regulations with respect to this procurement in the event of contractor violation or breach of contract.

17. **Rights to Inventions:** For all contracts that meet the definition of "funding agreement" and where the District wishes to enter into a contract with a small business firm or non-profit organization, the offeror shall comply with the Rights to Inventions made by non-profit organizations and small business firms under Government Grants, Contracts, and Cooperative Agreements.

18. **Copeland Anti-Kickback Act and Davis-Bacon Act: (only applies if the underlying contract is funded in whole or in part with Federal funds and involves construction, alteration, or repair work exceeding $2,000.)**

    a) **Davis-Bacon Act (40 U.S.C. §§ 3141–3148):** The Contractor shall comply with the Davis-Bacon Act as supplemented by Department of Labor regulations (29 CFR Part 5). In accordance with the statute, contractors and subcontractors are 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 shall pay wages not less than once a week.

    b) **Copeland "Anti-Kickback" Act (40 U.S.C. § 3145):** The Contractor shall comply with the Copeland "Anti-Kickback" Act as supplemented by Department of Labor regulations (29 CFR Part 3). The Contractor and subcontractors are 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 they are otherwise entitled.

19. **Buy American Provision (only applies to Food & Nutrition food purchases):** The Offeror will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). The Offeror shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

20. **Civil Rights Compliance (only applies to Food & Nutrition contracts):** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

    a. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

    b. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

21. **Program Regulation (only applies to Food & Nutrition contracts):** Offeror shall be in conformance with applicable portions of the School Food Authority's (SFA) agreement under the program. Offeror will conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, and 250. Offeror shall provide products that meet Public Law 111-296, the Healthy Hunger-Free Kids Act of 2010 (HHFKA). Offeror's products shall meet grade level caloric, sodium, saturated fat, and trans-fat requirements.

22. **Invoicing (only applies to Food & Nutrition contracts):** The Offeror fully discloses all discounts, rebates, allowances and incentives received by the Offeror from its suppliers. If the Offeror receives a discount, rebate, allowance, or incentive from any supplier, the Offeror must disclose and return to the District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the District. The Offeror must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv).

    No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the Offeror receiving payments in excess of the Offeror's actual, net allowable costs. 7CFR§210.21 (f)(2). The return of purchase incentives, discounts, rebates, and credits will be to the Sponsor's non-profit Child Nutrition account.

SPECIAL INSTRUCTIONS TO OFFERORS

1. **District Representative**
   In accordance with A.A.C. R7-2-1042(A.1.s), and the "Uniform Instructions To Offerors," the District Representative is Tori Gamble, Procurement Supervisor.

2. **Contract Award**
   It is anticipated that a contract will be **a single** award.

3. **Multiple Award, if applicable**
   Per A.A.C. R7-2-1042(A)(1)(c), the Vail Unified School District reserves the right to award as many contracts as needed for the best interest of the District. The award will be limited to the least number of Offerors that the District determines is necessary to meet its need. **No volume is implied or guaranteed for this solicitation.**

4. **Evaluation**
   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 per the evaluation criteria outlined below. Per A.A.C. R7-2-1042(A)(1)(q), 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. Your proposal must address these criteria in a clear and organized manner to facilitate the evaluation process

   Per A.A.C. R7-2-1042(A)(1)(h) evaluation criteria are listed below in their relative order of importance:

   - **Cost and Financial Proposal Total** financial impact to the District and employees, including premiums, administrative fees, rate guarantees, and long-term cost stability.
   - **Network Access, Adequacy and Disruption** Provider availability and geographic coverage that minimizes changes to employees' current dental providers and facilities.
   - **Ability to Meet District Requirements and Scope of Services** Complete adherence to required plan designs, administrative specifications, and mandatory service capabilities.
   - **Qualifications, Experience and Organizational Capacity** Vendor's financial stability, staffing resources, and proven track record serving public entities or school districts.
   - **Member Service and Account Management** Quality of day-to-day employee customer support, resolution responsiveness, and dedicated account team management.
   - **Performance Guarantees and Service Standards** Binding service level agreements and financial remedies if the vendor fails to meet operational standards.
   - **Implementation and Transition Plan** A clear, structured onboarding strategy and enrollment timeline to ensure a seamless transition with minimal disruption.
   - **Reporting, Data Analytics and Administrative Capabilities** Quality of employer web portals, billing tools, claims utilization reporting, and data management.
   - **Data Security, Privacy and Regulatory Compliance** Protection of employee health data, cybersecurity protocols, and compliance with HIPAA and applicable federal and state laws.
   - **Response to RFP and Understanding of District Needs** Clarity, completeness, and professionalism of the proposal, demonstrating a thorough understanding of District goals.

   During the course of the selection process, all prospective companies are cautioned not to contact School Board Members or Selection Committee Members or attempt to persuade or promote through other channels. Committee members will read, review and evaluate the proposals based on the evaluation criteria. A point formula system will be used to evaluate the offers. The District may call for interviews to clarify information received in the proposal. Firms may be asked to host a site visit and/or interview with the Selection Committee, they may also be asked to revise or modify their proposals following the receipt of other information. However, offering firms are cautioned

that the District may proceed with an award, on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or best and final offers.

All Proposals shall be open for public inspection after award of contract, except to the extent the Offeror designates, and the District concurs, that trade secrets or other proprietary data contained in the Proposal documents remain confidential in accordance with A.A.C. R7-2-1006, R7-2-1016, and R7-2-1042(A.1.u).

In accordance with A.A.C. R7-2-1042(A.1.v) the District ***shall not*** consider partial offers for award of a contract under this RFP.

5. **Award Basis**
Awards will not be based on price alone; it will be determined by the evaluation criteria identified in this RFP. 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.

6. **Offeror Responsibility**
The successful Offeror shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. Offeror shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the District. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

The successful Offeror shall adequately screen all employees and, where applicable, independent contractors, and sub-contractors who may be involved in providing services under this contract to determine the appropriateness of their working at a public-school facility.

The successful Offeror shall take all necessary precautions for the safety of students, school employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. Successful Offeror agrees that they are fully responsible to the District for the acts and omissions of any and all persons whether directly or indirectly employed by them. They shall maintain such insurance as will protect them and the District from claims or damage from personal injury including death, which may arise from operations under this contract.

The successful Offeror must be prepared to provide an adequate work force and inventory of vehicles, materials and equipment. It shall be the successful Offeror's responsibility to ensure continuation of service.

The successful Offeror must provide adequate training for all contracted employees providing services under this contract.

The successful Offeror must make employees aware of the requirements of the contract including, but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

7. **Acknowledgement of Amendments**
In accordance with A.A.C. R7-2-1042(A.1.b), Offeror shall acknowledge receipt of all amendments by submitting a copy of the amendment with their proposal response.

8. **Offeror Required Contract/Agreement**
If the Offeror will require the School District/Public Entity to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this proposal. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria. The District reserves the right to accept or reject all or part of the agreement.

9. **Authority**
This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration of any resulting contract may be made without the express written approval of the School District/Public Entity in a form of an official contract amendment. Any attempt to alter any contract without such approval is a

violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

10. Integrity of Offer

Offerors shall adhere to the conflict of interest and non-collusion standards set forth in the Uniform Terms and Conditions. Failure to comply or submitting a false statement shall void the submitted offer.

11. Descriptive Literature

When applicable, all Offers must include complete descriptive literature regarding the supplies they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the Offer being rejected.

12. Deviations to Offer

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. Exceptions must be signed by an authorized representative of the company. Such appendages shall be considered part of the Offerors formal Proposal. For the absence of any statements of deviation or exception, the Offer shall be accepted as in strict compliance with all terms and conditions.

SPECIAL TERMS & CONDITIONS

1. Purpose

Pursuant to the provisions of the Arizona School District Procurement Rules, Vail Unified School District No. 20 intends to establish a contract (or contracts) with qualified dental insurance carriers, joint benefit trusts, or third-party benefit administrators to provide cost-effective dental benefit coverage for its employees, effective July 1, 2027.

2. Sufficient Funds

The District fully anticipates that sufficient funds will be available for this purchase, however funds are not currently available. Any contract awarded under this proposal will be conditioned upon the availability of funds.

3. 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 may 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 the District as an additional insured party. Successful Offeror may be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

4. Affordable Care Act

Offeror understands and agrees that is shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.

5. Licenses

Successful Offeror shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Offeror. The successful Offeror shall provide documentation of professional memberships, certifications, and licenses, as requested.

6. 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.

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

When applicable, the Contractor shall provide Safety Data Sheets (SDS) that complies with OSHA Code of Federal Regulations (CFR) 29, section 1910.1200 for all chemicals intended for use in District facilities.

7. Fingerprinting

Please refer to paragraph fifteen (15) under "Uniform General Terms and Conditions."

8. Registered Sex Offender Restriction

Pursuant to award, Offeror agrees that no employee of the Firm or subcontractor of the Firm, who is required to register as a sex offender, pursuant to A.R.S. § 13-3821, will perform work on the District premises or equipment at any time when District students are, or are reasonably expected to be, present. Offeror further agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the award at the District's discretion.

9. English Speaking Requirement

The Contractor's job supervisor and additional personnel as deemed necessary by the Operations Department must be literate and fluent in the English language. This requirement is necessary due to the following reasons that include but are not limited to:

1. Warnings of emergencies and hazards,
2. Preparation of reports as specified,
3. Communication with Vail Unified School District No. 20 Administrators and Staff.

Due to the significance of the above listed reasons, the English requirement is to enhance communications between the Contractor representatives, the Operations Department, and the District Departmental staff.

10. Offeror's Employees

Offeror agrees that the individuals provided to the District on a temporary basis are the Offeror's, not the District's employees.

Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that the Offeror and any employees working for the Offeror are the sole responsibility of the Offeror for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

Workers' Compensation Insurance
Federal and State Unemployment Taxes
Federal and State Withholding and Reporting Requirements
Unemployment Compensation Insurance
Federal, State, and Local Employment Laws

Offeror agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with the District, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

The District will not provide the Offeror or its employees with any business registrations or licenses that may be required. The District will not combine business operations with the Offeror. In compliance with all applicable laws, the Offeror shall, at no charge to the District, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for the District to ascertain that there is no history of behavior that would make the individual unsuitable to work in a school setting. These checks must be completed before the individual provides any services to the District. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes 15-512 and/or 15-534, as applicable. At any time, the District will have access to and receive copies of the results of the Offeror's drug/alcohol test or fingerprint/reference/background checks. At any time, and for any reason, the District may request or reject any of the Offeror's employees. Offeror agrees to comply with the District's rules, regulations, and policies, as the District may modify from time to time.

No one except authorized employees of the Contractor is allowed on the premises of the Vail Unified School District. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of the employee from District buildings. It shall be a requirement of the Contractor to have all staff performing work at the District sites pass security screening.

11. Removal of Contractor's Employees

The Contractor agrees to use only experienced, responsible and capable people in the performance of the work. The District may require that the Contractor remove from the job covered by this contract any employee who endangers persons or property, or whose continued employment under this contract is inconsistent with the interest of the Vail Unified School District No. 20.

12. Terms of Award

The contract term shall be effective July 1, 2027 through June 30, 2028, with the option to renew annually for up to four (4) additional one-year periods. Implementation activities, open enrollment support, and system setup are authorized immediately upon contract execution and issuance of a purchase order prior to July 1, 2027

13. Product Delivery

Any item delivered that does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition must be picked up by the offeror immediately and replaced to the District's satisfaction at no additional charge, or issue full credit.

14. Guarantees by the Successful Offeror(s)

Offeror guarantees that equipment or material offered is standard, new, and as required by the specifications.

15. Minimum

The District will not be bound to purchase a minimum quantity during the contract period. The District reserves the right to increase or decrease any estimated quantities.

16. Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the District. The District reserves the right to obtain like goods or services from other sources.

17. Inspection

All materials are subject to final inspection and acceptance by the District. Materials failing to meet the requirements of this contract will be held at Offeror's risk and may be returned to Offeror. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses shall be the responsibility of the Offeror.

18. Local Representative

The District will require the awarded vendor to have a physical location within the United States, as well as a dedicated local representative within the United States, preferably Arizona, who must have the capability to travel and visit the district on an as needed basis. Offeror shall assign one (1) staff representative dedicated to the District contract and its execution. All costs associated with the one (1) staff representative shall be built into the contract's rate.

19. References

Offeror shall provide a detailed section on accounts where same or similar services have been placed. Accounts shall be similar in size and scope to that of the Vail Unified School District. It would be preferred to see a minimum of three (3) references including the name of organization, address, contact person, phone number, email, scope of services provided, and date of services. References from K-12 Districts within Arizona are preferred. The references should be for similar services/goods, and from the last three years. References shall not be requested from employees or board members of the Vail Unified School District No. 20. **Offerors shall complete and submit all required reference information on the "References" tab of the mandatory Excel response workbook**

20. Billing

All billing notices **must** be sent to the District's accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Invoices must breakdown the costs for each service/part. Payment will be made only after submission of proper invoices as required by the District and within applicable State law and satisfactory acceptance of the services. Payment of any claim shall not preclude the District from making claim for adjustment on any services found not to have been in accordance with the general conditions.

Invoices can be emailed to accountspayable@vailschooldistrict.org, or mailed to:

Vail Unified School District No. 20
Attn: Accounts Payable
13801 E Benson Highway, Ste B.
Vail, AZ 85641

21. Price Clause

Prices shall remain firm for the initial term of the contract. Price adjustment requests may only be submitted prior to annual contract renewal, must be supported by full written documentation (e.g., producer price index, manufacturer cost increases), and are subject to District approval prior to the start of the renewal term.

22. Best and Final Offers

If discussions are conducted pursuant to R7-2-1047, the School District/Public Entity shall issue a written request for best and final offers. If Offerors do not submit a notice of withdrawal or a best and final offer, the immediate previous offer will be construed as the best and final offer.

23. Offer Acceptance Period

In order to allow for adequate evaluation, committee review, and Governing Board action, all proposals submitted shall remain firm, valid, and irrevocable for ninety (90) calendar days after the solicitation opening date and time. The District reserves the right to request an extension of the acceptance period from an Offeror if an award cannot be completed within ninety (90) days.

24. Damages

The successful contractor shall be liable for any and all damage caused by him or his employees to the District premises. The Contractor shall hold and save the District free and harmless from liability of any nature or kind arising from use, trespass, or damage occasioned by the Contractor's operations on premises or third persons.

25. Contract Cancellation

This contract is subject to cancellation pursuant to A.R.S. §38-511. This contract is critical to the District and the District reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any material obligation, term or condition of the contract. The District shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act in any of the following:

a. The Contractor provides goods/services that does not meet the specification of the contract;
b. The Contractor fails to adequately perform the scope of work set forth in the specifications of the contract;
c. The Contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
d. The Contractor fails to make progress in the performance of the contract and/or gives the District reason to believe that the contractor will not or cannot perform to the requirements of the contract.

The District may resort to any single or combination of the following remedies:

a. Cancel any contract;
b. Reserve all rights or claims to damage for breach of any covenants of the contract;
c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the Contractor.
d. In case of default, the District reserves the right to purchase materials, or to complete the required work in accordance with the School District Procurement Rules. The District may recover reasonable excess costs from the contractor by:
    i. Deduction from an unpaid balance;
    ii. Collection against the bid and/or performance bond; or

iii. Any combination of the above or any other remedies as provided by law.

26. Contract Disputes

Disputes arising from this contract shall be resolved in accordance with the School District Procurement Rules proposed and/or adopted by the Arizona Department of Education for contract claims disputes. The code's adjudicative process must be exhausted before a court system is allowed to rule on any dispute; and that contract disputes will be resolved consistent with the code. The code's adjudicative requirements supersede contractual alternative dispute resolutions.

27. Equipment and Supplies

The District will not be responsible to furnish any equipment, materials and/or supplies necessary to properly perform the requirements under this contract and the scope of work.

28. Work Operations

When applicable, hallways and walkways must never be used for storing equipment, supplies, or debris. All combustible materials must be stored in covered fire rated metal containers and disposed of daily.

29. Work Schedule

Services shall be scheduled and performed as required to meet the scope of work.

30. Minimum Wage Rate

Contractor must pay a minimum wage, which conforms to Federal Regulations, to Contractor's employees engaged in the performance of service to the Vail Unified School District No. 20. If minimum wage requirements increase during the term of the contract, the contractor may request an increase based on the following:

A. The direct cost of the increase paid to the employee (below new minimum wage) plus F.I.C.A.
B. The increase will be allowed only for employees who are currently paid minimum rate or a rate less than the new minimum.
C. The increase will be allowed only on hours that the contractor can document through payroll records.
D. The **Chief Financial Officer, Michelle Lenhardt,** must approve the increase in writing prior to rate being invoiced. The Vail Unified School Governing Board must formally approve any increase.

31. Additions/Deletions of Service

The District reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the Proposal price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the District.

32. Security and Privacy

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The District shall be notified immediately upon receipt of any such order of court pertaining to production of such information. The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

33. Confidential Information

Confidential Information is any information of any kind, nature, or description that concerns any matters affecting or relating to the business or operations of the District; and/or the products, plans, processes, student data, employee data, or other data of the District. The awarded vendor shall keep any Confidential Information from the District in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to of this information to outside sources. The District reserves the right to immediately sever any Contract with the Vendor should any form of disclosure and/or misuse of Confidential Information take place. The District shall also be required to report the misuse of Confidential

Information to law enforcement and/or all other appropriate regulatory agencies, as required by statute or District policy under the Family Education Rights to Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Genetic Information Non-Discrimination Act of 2008 (GINA), and the Social Security Protection Act of 2004 (SSPA).

34. Indemnity

Offeror shall be entirely and solely responsible for its actions and the actions of its employees while providing services under this Agreement. Offeror agrees to indemnify and hold District and all employees harmless against all claims, demands, suits, awards and judgments made or recovered by any persons or agencies due to the actions of Offeror or its employees and/or subcontractors during the rendering of services under this Agreement.

35. Contract Compliance Monitoring

The **Procurement Supervisor** shall monitor the firm's compliance with, and performance under, the terms and conditions of the Contract. The firm shall make available for inspection and/or copying by the District all records and accounts relating to the work performed under this Contract.

36. Compliance with Laws and Regulations

All services rendered by the Offeror and its employees and/or subcontractors under or pursuant to this Agreement shall conform with and be in full compliance with all applicable laws, rules, ordinances and regulations adopted by or required by any federal, state, city or town governmental agency. Offeror shall obtain all necessary permits and licenses required.

SCOPE OF WORK

Vail Unified School District No. 20 is seeking proposals from qualified healthcare insurance carriers, joint benefit trusts, and third-party benefit administrators for cost-effective dental coverage effective July 1, 2027.

The District's primary objectives include securing strong local provider network access (Pima County / Tucson metropolitan area), competitive and sustainable pricing, transparent administration, minimal disruption to covered members, and an exceptional member service experience.

CBIZ Benefits and Insurance ("CBIZ") is assisting the District with proposal analysis, finalist evaluations, network disruption modeling, contract review, and implementation support. However, the District retains sole statutory authority for evaluation, selection, procurement decisions, and contract awards.

CURRENT PROGRAM OVERVIEW & SPECIFICATIONS

Offerors must indicate whether their proposal includes the current programs, services, and features outlined below, including any associated fees. Any items not included must be explicitly stated on the Deviations and Exceptions Form.

Feature / Item	Current 2026–2027 Program Structure
Funding Arrangement	Fully Insured
Dental Options	Preferred PPO and Buy-up PPO plan designs. The current plan designs include four annual screenings, as outlined in the plan document.
Broker Commissions	Delta Dental – Flat 5% (Offerors are expected to match this commission schedule)

MANDATORY SCOPE OF SERVICES & TECHNICAL SPECIFICATIONS

A. Benefit Plan Comparison
Offerors are required to provide proposals that match the current Preferred and Buy-up PPO plan designs, along with an alternate Buy-up option that includes adult orthodontia.
For each of the dental options proposed, Offerors must complete Tab 3: Benefit Plan Comparisons within the mandatory Excel workbook (*Dental Attachment A - Dental Proposal Questionnaire.xlsx*). Do not alter the formatting of the worksheet.

B. Multi-Year Contract Terms
The contract term shall be effective July 1, 2027 through June 30, 2028, renewable annually for up to four (4) additional one-year periods.

ELIGIBILITY AND PARTICIPATION RULES

Provision	District Eligibility Standard
Employee Eligibility	All employees of the Vail School District who work in a regular position 115 days or more or the equivalent of .60 full-time equivalent (FTE).
Waiting Period	The District’s waiting period is the first day of the calendar month following date of hire.
Eligible Dependents	Legal spouse and Dependent children up to age 26.

HISTORICAL PREMIUM RATE HISTORY & CURRENT CONTRIBUTIONS

A. District Contribution Strategy

- **PPO Preferred Dental:** Vail pays 100% of Employee Only and a flat $9.37 for Employee + One and Employee + Family tiers.
- **PPO Buy-up Dental:** Vail pays $9.37 towards all tiers.

B. Premium Rate History (Monthly Rates per Tier)

Vail USD # 20 currently uses a three-tier rating method. Note Carrier History: July 1, 2012, Employer Dental Service (EDS) DHMO. Vendor left the market effective July 1, 2025, and a second PPO plan was offered under Delta Dental. Since July 1, 2017, Delta Dental has been the awarded dental PPO carrier.

Preferred EDS DHMO / Preferred Delta PPO Rate History

Tier	2023-2024 (DHMO EDS)	2024-2025 (DHMO EDS)	2025-2026 (Delta Dental)	2026-2027 (Delta Dental)
Employee Only	$8.55	$8.55	$9.37	$11.76
Employee + 1	$17.01	$17.01	$18.64	$23.39
Employee + 2 or more	$23.17	$23.17	$25.39	$31.86

Buy-Up Delta PPO Rate History

Tier	2023-2024 (Delta Dental)	2024-2025 (Delta Dental)	2025-2026 (Delta Dental)	2026-2027 (Delta Dental)
Employee Only	$30.84	$32.26	$32.26	$33.07
Employee + 1	$57.38	$60.02	$60.02	$61.52
Employee + 2 or more	$97.60	$102.09	$102.09	$104.64

EXHIBITS AND REQUIRED ATTACHMENTS

A. Document Exhibits

Exhibit Designator	Description of File / Document Content
Exhibit 1	**Census (including COBRA) broken out by Preferred and Buy-up PPO Plans**
Exhibit 2	**Dental PPO Claims Experience**
Exhibit 3	**Dental Certificates**
Exhibit 4	**Dental Summaries**

CONFIDENTIAL EXHIBIT ACCESS INSTRUCTIONS: The attachments/exhibits referenced in the RFP are considered confidential and are not posted to the district website. To receive the attachments and exhibits referenced in the RFP, you must complete the nondisclosure agreement. Prospective Offerors may request secure access to these files by submitting a written request and signed Non-Disclosure Agreement (NDA) to Tori Gamble, Purchasing Supervisor, at gamblet@vailschooldistrict.org, and copying Jessica Strong jstrong@cbiz.com, and Kristine Kot kkot@cbiz.com

See the following page for the required NDA form.

B. Required Mandatory Excel Questionnaire

Respondents must complete the file **DENTAL ATTACHMENT A - DENTAL PROPOSAL QUESTIONNAIRE.XLSX** in native Excel format. Offerors must strictly follow all workbook instructions, complete all required question cells, state all pricing assumptions, and reference supporting document attachments by file name and page number. **Do not alter the structure, rows, or columns of the Excel workbook.**

Complete each of the tabs listed below to be considered for selection:

- Tab 1 - Instructions
- Tab 2 – Proposal Response Checklist
- Tab 3 – Benefit Plan Comparison
- Tab 4 – Financial and Contractual
- Tab 5 – Performance Guarantees
- Tab 6 – Network Access and Disruption
- Tab 7 – Provider Network Comparison
- Tab 8 – District Plan Design & Scope
- Tab 9 – Member Service & Account Mgmt.
- Tab 10 – Qualifications and Experience
- Tab 11 – Implementation and Transition
- Tab 12 – Reporting, Analytics & Admin
- Tab 13 – Security and Compliance
- Tab 14 – District Needs
- Tab 15 – References

NON-DISCLOSURE STATEMENT

RFP #28-002-33: Dental Benefit Coverage

The Undersigned Offeror/Vendor, in requesting access to confidential District employee census and claims data (Documents) for the purpose of preparing a proposal, agrees to hold all Documents in strict confidence. The Undersigned shall not disclose or distribute these Documents to any unauthorized third parties, shall limit internal access strictly to personnel directly involved in proposal preparation, and shall ensure secure handling and destruction of data upon completion of the solicitation.

These Documents are made available to the Undersigned under the following conditions:

Aside from those persons already bound by any related Non-Disclosure Statements (Statement), the Undersigned agrees to hold all Documents in confidence and shall not disclose the information contained within the Documents to any other persons.

The Undersigned shall not communicate or by his or her actions allow the contents of the Documents to be communicated with any Offeror's, their subcontractors or other persons not also holding a related Statement prior to contract award.

The Undersigned shall not utilize the provided information for any other purpose other than to respond to the abovementioned RFP (Request for Proposal).

The Undersigned further acknowledges that the Arizona Procurement Code provides civil and potentially criminal penalties for the violation of these requirements.

The Undersigned has read and understands the above and agrees to be bound by the rules and principles represented herein and in accordance with the provisions of the Arizona Procurement Code.

The Undersigned:

Signature	Representing (Agency or Company)
Name (print) Date	Email address
Title	Phone

Completed Non-disclosure Statements shall be returned via email copying all parties below:

Tori Gamble gamblet@vailschooldistrict.org,
Jessica Strong jstrong@cbiz.com, and
Kristine Kot kkot@cbiz.com

COST PROPOSAL

Offerors shall submit a detailed cost proposal for the provision and implementation of the proposed dental solution. At a minimum, the cost proposal shall include:

- **Completed Pricing Workbook:** The pricing and financial tabs within the mandatory included Excel file (Dental Attachment A - Dental Proposal Questionnaire.xlsx), completed in their entirety.
- **Plan Types:** Clearly outline the premium rates for the core plan matching the current offering, as well as the alternate Buy-Up option that includes adult orthodontia.
- **Commission Disclosure:** Explicit confirmation that the proposed rates/fees include the required 5% CBIZ broker commission (or clearly marked if quoted net-of-commission).
- **Rate Guarantees & Caps:** Any proposed multi-year rate guarantees or maximum renewal caps for Year 2 and beyond.
- **Performance Guarantees:** A schedule of financial Performance Guarantees (dollars at risk) tied to implementation, ID card delivery, claims accuracy, and customer service metrics.

Pricing must be provided in a format that allows for clear comparison between offerors. All costs shall be inclusive and reflect the total cost to the District. Offerors should identify any assumptions used in developing pricing.

The District will evaluate cost proposals based on overall value, cost effectiveness, and alignment with the District's goals and funding considerations.

Price Firmness and Adjustments: Prices shall remain firm for the initial one-year term of the contract. Any requests for price adjustments prior to contract renewal option years must comply strictly with the Price Clause specified in the Special Terms & Conditions of this solicitation.

Cost information should be based on the scope of work requirements listed in this RFP. The District reserves the right to add and/or delete services under this contract. Should a service requirement be deleted, payment to the awarded Offeror will be reduced proportionally in accordance with the Proposal pricing. Should additional services be required, pricing for such services will be negotiated between the awarded Offeror and the District.

SUBMITTAL REQUIREMENTS

1. General

1.1 All interested and qualified Offerors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Offeror has read and understands this entire Request for Proposal (RFP), to include all appendices, attachments, exhibits, schedules, and addendum or amendments (as applicable) and agrees that all requirements of this RFP have been satisfied.

1.2 Proposals must be submitted in the format prescribed on the following page titled **"Proposal Format"**. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

1.3 The proposals must be complete in all respects as required in this Section. A proposal may not be considered if it is conditional or incomplete.

1.4 All proposals submitted become the property of the District.

2. Proposal Presentation

2.1 **One (1) original and one (1) electronic copy** must be submitted in a sealed envelope/box with the **RFP number and Offeror's name and address clearly indicated on the package**.

2.2 The electronic copy must be on a **USB/flash drive** and must contain the complete proposal, to include the Cost Proposal information and the **Questionnaire in the Excel format**.

2.3 Offeror shall send **five (5) additional committee copies** of their proposal and any related materials in order to be considered for award.

2.4 The material must be in sequence and related to the RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. Please DO NOT spiral bind the copies of your proposal.

2.5 The District will not assume responsibility for any costs related to the preparation or submission of the RFP.

PROPOSAL FORMAT

Proposals shall be organized in the sequence outlined below and clearly relate to the requirements of this RFP. Failure to include the requested information or to follow the prescribed format may negatively impact evaluation. Proposals shall be indexed using clearly labeled tabs.

Tab 1. Executive Summary and Program Overview Provide a concise overview of your organization and your proposed dental benefit solution. This section should demonstrate your understanding of our objectives, highlight the key features and advantages of your proposal, and confirm your ability to administer the requested plan designs (including the core plan matching our current offering and the alternate buy-up option with adult orthodontia). Briefly summarize your value proposition, account management approach, and any unique capabilities that differentiate your organization.

Tab 2. Responsiveness and Qualifications Include vendor history, financial stability, and public entity/school district experience. Include the completed References form here.

Tab 3. Network Access, Adequacy, and Disruption Provide GeoAccess reports, provider disruption analysis results, and details on local network strength and geographic access for general dentists and dental specialists.

Tab 4. Ability to Meet District Requirements & Scope of Services Detail how proposed plan designs match current benefits, protocols for handling orthodontia in progress, and any included value-add programs. Note any deviations here.

Tab 5. Member Service, Account Management, and Implementation Outline the implementation and transition plan, timeline for a July 1 go-live, dedicated account team structure, and day-to-day employee customer support capabilities.

Tab 6. Reporting, Data Security, and Regulatory Compliance Describe employer web portals, claims utilization reporting capabilities, cybersecurity protocols, and HIPAA/FERPA compliance.

Tab 7. Required Forms and Certifications Completed and signed solicitation forms, including Deviations and Exceptions, Confidential or Proprietary Submittals, Offer and Acceptance, Non-Collusion Affidavit, and Conflict of Interest. Include a completed Vendor Application and W-9 within this section.

Tab 8. Completed Excel Questionnaire and Supplemental Materials Provide the completed (Dental Attachment A - Dental Proposal Questionnaire.xlsx) [excluding cost/pricing tabs], product flyers, and acknowledgement of all addenda, if applicable.

Submission Requirements
The proposal original shall be submitted in a three-ring binder or similar presentation format. One USB copy containing the complete proposal, including the Cost Proposal, shall be submitted with the original proposal.

DEVIATIONS AND EXCEPTIONS

Offerors shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

Exceptions (mark one):

_____ No exceptions

_____ Exceptions taken (describe below – attach additional pages if needed)

_____
Firm

_____
Authorized Signature

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered. The School District/Public Entity will not consider pricing to be confidential or proprietary.

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this offer.

_____ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform General Terms and Conditions, paragraph 17).

_____
Firm

_____
Authorized Signature

OFFER AND ACCEPTANCE

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.

AZ Tax ID: _____

Federal Employer Tax ID: _____

Tax Rate: _____%

Company Name: _____

_____
Address

_____
City, State Zip

For clarification of this offer, contact:

Representative: _____

Phone: _____

Email: _____

_____
Signature of Person Authorized to Sign Offer

_____
Printed Name, Title

CERTIFICATION

By signature in the Offer section above, the Offeror 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. R7-2-1024(B.1.q) 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. § 35-393.01, if the contract value is $100,000 or more and the Offeror has 10 or more full-time employees, the bidder certifies that it is not currently 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, if the contract value is $100,000 or more and the Offeror has 10 or more full-time employees, the bidder certifies that it 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

The Proposal is hereby 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 Proposal as accepted by the School District/Public Entity. This contract shall henceforth be referred to as **RFP 28-002-33.** The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order, contract release document, or written notice to proceed.

Awarded this ____ day of _____ 20___

Michelle Lenhardt, Chief Financial Officer

NON-COLLUSION AFFIDAVIT

State of)
) ss.
County of)

_____, affiant,
(Name)

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 induces or solicited any other Offeror to put in a sham proposal, or any other person, firm or corporation to refrain from responding, 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
County of

_____

State of

_____

CONFLICT OF INTEREST

The undersigned, the owner or authorized officer of _____

(the "Firm"), Hereby represent and warrant to their best knowledge that no familial relationships exist between the owner(s) or any employee of the company and any member of the Governing Board of the Vail Unified School District, Superintendent of the Vail Unified School District, any employee of the Vail Unified School District.

_____ YES _____ NO

If NO, disclose relationship(s) below:

_____

_____

_____

_____

Company Name (Print)

_____

Company Representative (Print)

_____

Authorized Signature

_____

Date

STATEMENT OF NO BID

RFP 28-002-33: Dental Benefit Coverage

If you do not wish to respond to 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. Any Offeror not responding to two (2) consecutive Requests for Proposals for similar procurements may be removed from the vendors list for those items or services. If a vendor wishes to remain on the vendors list, a no bid response or a request to remain on the list is all that is needed. This form may be returned to the address listed below, or faxed to 520-879-2078. A "No Bid" will be considered a response.

_____ I am submitting a "No Bid" at this time. Please keep my name on the District's Vendor's List.

_____ I cannot meet the product/service specifications as described in the solicitation due to:

_____

_____ I cannot meet the Terms and Conditions of the solicitation because:

_____

_____ I do not provide services of this nature.

_____ _____

Name of Company Date Signed

_____ _____

Signature of Person Authorized to Sign Offer Phone:

_____ _____

Typed Name Fax:

_____ _____

Title E-Mail:

_____

Address

_____

City State Zip

Please return this completed form to:
Vail Unified School District No. 20
Purchasing Department
13801 E Benson Highway, Ste B.
Vail, Arizona 85641
purchasing@vailschooldistrict.org
Fax # 520-879-2078

SAMPLE VENDOR APPLICATION FORM

VENDOR APPLICATION

Please provide all information that applies.

Submit this form with a signed copy of your W9.

The vendor is responsible to contact VUSD with any updates or changes. Questions? Contact Purchasing Analyst, Tori Gamble at (520) 879-2028.

COMPLETE AND RETURN TO:
purchasing@vailschooldistrict.org
Vail Unified School District No. 20
Purchasing Department
13801 E Benson Highway
Vail, AZ 85641

VENDOR DISCLOSURES: (Required)

☐ Yes* ☐ No Are you an employee for VUSD.
☐ Yes* ☐ No Are you a relative of a VUSD employee? If yes, who?_____
*If yes is answered to either question above a conflict of interest form must be on file.

GENERAL VENDOR INFORMATION

Name of Business:		
DBA (*if applicable*):		
Address:		
City:	St:	Zip Code:
Main Business Phone #:	ebsite:	
Federal Tax ID or SSN #:	UNS No. #:	
Tax Classification: ☐ In... ☐ Sole Pro... ☐ Corporation ☐ LLC (C) ☐ LLC (S) ☐ LLC (P) ☐ Non-Profit		

PURCHASE ORDER INFORMATION

Does Your Or... tion ...ep Purchase Orders: ☐ Yes* ☐ No *by indicating YES, vendor agrees to Net 30 terms and understands payme... will not be issued until services/goods are received, and an invoice is provided to the VUSD Accounts Payable Department.		
Business Nam... rchase Orders:		
Address on Purchase Order:		
City:	State:	Zip Code:
Vendor Order Phone #:		
Vendor Order Email:		

PAYMENT AND INVOICE INFORMATION

Pay to the Order of:		
Remittance Address:		
City:	State:	Zip Code:
Accounting Contact:	Accounting Phone:	
Accounting Email:		

USE TAX DETERMINATION

Do you have an Arizona Transaction Privilege Tax License? ☐ Yes ☐ No
(If Yes, #:)

Does your organization have a physical Arizona Location? ☐ Yes ☐ No

Does your organization provide goods, services, or both? ☐ Goods ☐ Services ☐ Both

COOPERATIVE PURCHASING:
(Check all that apply and indicate award number for each contract)

☐ Mohave #_____ ☐ City of Tucson #_____ ☐ S.A.V.E. #_____ ☐ NJPA #_____

☐ State of Arizona # ☐ US Communities # ☐ National IPA #

☐ NCPA #_____ ☐ 1GPA #_____ ☐ Partners Choice #_____ ☐ Other #_____

COPY

SAMPLE IRS FORM W9

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partner

Note: Check the appropriate box in the line above for the tax classification of the single-memb check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unle C is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Other hat is disregarded from the owner should check the appropriate box for the tax classificat

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions. d address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Copy – original can be downloaded at www.vailschooldistrict.org under the Finance Tab.

Part I Taxpayer Identification Numb

Enter your TIN in the appropriate box. The TIN pr ne 1 to avoid backup withholding. For individuals, this is ge). However, for a resident alien, sole proprietor, or disregarded e later. For other entities, it is your employer identification number nber, see *How to get a TIN*, later.

Note: If the account is in more than one name, see th ne 1. Also see *What Name and Number To Give the Requester* for guidelines on whose ter.

Social security number

___ – __ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

IMPORTANT INSTRUCTIONS FOR SEALED PROPOSAL SUBMISSION

To ensure that your sealed response reaches the correct department and is not opened before the designated time affix the label provided below to the exterior of your sealed package.

The label should be clearly visible and must be securely attached to the outside of the envelope or package.

Do not place the label on the inside or on any other part of the package; it must be on the exterior where it is visible at all times.

Verify that all the required information on the label is correct and complete, including the name and contact details of your company.

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR PROPOSAL CONTAINER

SEALED PROPOSAL

Do not open this package until the due date and time listed below

Submitted by:

Company Name:

Address:

City, State, Zip:

Deliver to:

Vail Unified School District No. 20
Calvin Baker Leadership Center, Purchasing Office
13801 E Benson Highway, Ste B.
Vail, Arizona 85641

RFP# 28-002-33: Dental Benefit Coverage

Opening Date/Time: December 17, 2026, at 2:00 p.m. Local AZ Time*

***proposals received after this date and time will not be opened**

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR PROPOSAL CONTAINER